



**VILLAGE OF BISCAYNE PARK**  
**640 NE 114TH STREET**  
**BISCAYNE PARK, FL 33161**  
TEL: 305 899 8000 FAX: 305 891 7241  
[www.biscayneparkfl.gov](http://www.biscayneparkfl.gov)

**AGENDA**  
**REGULAR COMMISSION MEETING**  
**Ed Burke Recreation Center - 11400 NE 9th Court**  
**Biscayne Park, FL 33161**  
**Tuesday, February 1, 2011 at 7:00PM**



Indicates documents are attached to this agenda.

**Mayor and Commission**

**Roxanna Ross**  
Mayor

**Steve Bernard**  
Vice Mayor

**Robert "Bob" Anderson**  
Commissioner

**Albert Childress**  
Commissioner

**Bryan Cooper**  
Commissioner

**Ana Garcia**  
Village Manager

**John J. Hearn**  
Village Attorney

**Maria Camara**  
Village Clerk

**1 Call to Order**

**2 Roll Call**

**3 Pledge of Allegiance**

**4 Presentations**

Coach Joe's Youth Soccer Program - Recognition of the 2010-2011

4.a season and participants. Presented by Issa Thornell, Parks & Recreation Coordinator.

4.b Chief Mitch Glansberg - Presentation of annual Police awards.

**5 Additions, Deletions or Withdrawals to Agenda**

**6 Public Comments Related to Agenda Items / Good & Welfare**

**7 Village Manager Report**



7.a Tree City USA Update

7.b Forrestry Grant Update - 2010 completion and 2011 status



7.c FCCMA Training - *"Ethics: Establishing the Culture and Responding to Behavior"*

7.d Overall Village security update.

7.e Consideration of a weekly Saturday city wide sweep by Public Works.

7.f Village Clerk report on Public Records; Village Hall mail drop; VOBP Archives; status of IT infrastructure.

7.g Finance Department: Monthly finance report; results of FRS (Florida Retirement System) audit; status of HTE software.

## 8 Consent Agenda



### 8.a Approval of Minutes

- > December 2, 2010 Special Commission Meeting
- > December 7, 2010 Regular Commission Meeting
- > January 11, 2011 Regular Commission Meeting
- > January 20, 2011 Special Commission Meeting



### 8.b Resolution 2011-07

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **AUTHORIZING THE APPROPRIATE VILLAGE OFFICIAL TO TAKE ALL STEPS NECESSARY TO SELL THE VILLAGE'S SHARES OF STOCK IN METLIFE**; PROVIDING FOR AN EFFECTIVE DATE *(Sponsored by Manager Garcia.)*



### 8.c Resolution 2011-08

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **URGING THE FLORIDA LEGISLATURE TO CRACK DOWN ON PRESCRIPTION DRUG ABUSE BY REGULATING PILL MILLS** AND IMMEDIATELY IMPLEMENTING SUCH LEGISLATION; PROVIDING FOR AN EFFECTIVE DATE *(Sponsored by Commissioner Al Childress.)*



### 8.d Resolution 2011-09

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE THE AGREEMENT FOR TRAFFIC ENGINEERING AND PLANNING SERVICES BETWEEN THE VILLAGE AND KIMLEY-HORN & ASSOCIATES, INC.**, PROVIDING FOR AN EFFECTIVE DATE



### 8.e Resolution 2011-10

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **ESTABLISHING THE COST FOR ADDITIONAL/UNSCHEDULED TRASH REMOVAL**; PROVIDING FOR AN EFFECTIVE DATE



### 8.f

Joint Declaration of the Chief of the City of North Miami Police Department and the Chief of the Village of Biscayne Park Police Department Pursuant to Mutual Aid Act *(Sponsored by Police Chief Mitchell Glansberg)*



### 8.g

Joint Declaration of the Chief of the Village of Bal Harbour Police Department and the Chief of the Village of Biscayne Park Police Department Pursuant to Mutual Aid Act *(Sponsored by Police Chief Mitchell Glansberg)*

9 Public Hearings  
< None >

10 Ordinances - FIRST READING



10.a **Ordinance 2011-01**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE VILLAGE OF BISCAYNE PARK LAND DEVELOPMENT CODE ENTITLED "DEFINITIONS" **BY ADDING DEFINITIONS FOR FENCES AND CORNER SIDE YARDS** AND AMENDING THE DEFINITION FOR HEDGE; AMENDING CHAPTER 11 OF THE VILLAGE OF BISCAYNE PARK LAND DEVELOPMENT CODE ENTITLED "ACCESSORY STRUCTURES ", BY AMENDING SECTION 11.6; **ADDRESSING CORNER SIDE FENCES AND WALLS, HEIGHT**, AND RELATED CHANGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE

Ordinances - SECOND READING



10.b **Ordinance 2010-14**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK ENTITLED "ADMINISTRATION" BY AMENDING ARTICLE VI ENTITLED "FINANCE" BY ADDING SECTIONS 2-76 "DEFINITIONS" AND 2-77 **"AUTHORITY TO MAKE INTRADEPARTMENTAL BUDGET AMENDMENTS BY VILLAGE MANAGER"** TO ESTABLISH PROCEDURES BY WHICH THE VILLAGE MANAGER MAY AUTHORIZE AMENDMENTS WITHIN DEPARTMENT BUDGETS WITHOUT VILLAGE COMMISSION APPROVAL; AMENDING CHAPTER 2, ARTICLE VIII TO HAVE REFERENCES TO THE DIRECTOR OF FINANCE REPLACED WITH VILLAGE MANAGER THROUGHOUT ARTICLE VIII AND AMENDING CHAPTER 2, ARTICLE VIII REFERENCING BUDGET APPROPRIATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE *(Moved from the January 11, 2011 commission meeting to date certain February 1, 2011.)*

## 11 Resolutions



### 11.a Resolution 2011-02

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **EXPRESSING SUPPORT FOR FEDERAL FUNDING IN SUPPORT OF THE PORT OF MIAMI DEEP DREDGE PROJECT**; DIRECTING THE VILLAGE CLERK TO TRANSMIT THIS RESOLUTION TO THE APPROPRIATE OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE *(Sponsored by Mayor Roxanna Ross.)*



### 11.b Resolution 2011-06

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO **EXECUTE THE AGREEMENT FOR STORMWATER SERVICES PHASE III BETWEEN THE VILLAGE AND MAGNA CONSTRUCTION, INC.**; PROVIDING FOR AN EFFECTIVE DATE *(Sponsored by Manager Garcia.)*

## 12 Old Business



- 12.a Mayor Ross: Report on King Day of Service - donations collected and list of expenditures; future projects.

## 13 New Business



- 13.a Commissioner Cooper: "New police department procedures vs. continuing crime waves in the Village." *(Moved from the January 11, 2011 meeting.)*



- 13.b Commissioner Cooper: "Future condensed short bullet list of agenda items to be sent on day 7, prior to Commission meeting, by Clerk to Commission". *(Moved from the January 11, 2011 meeting.)*



- 13.c Vice Mayor Bernard: A discussion of a new shade tree at the Recreation Center. *(Moved from the January 11, 2011 meeting.)*



- 13.d Vice Mayor Bernard: A DISCUSSION for an Ad Hoc Art Review Board. *(Moved from the January 11, 2011 meeting.)*

## 14 Final Public Comment

## 15 Reports

### 15.a Committee Reports

- > Parks & Parkway Advisory Board
- > Code Review Board
- > Recreation Advisory Board



> Ecology Board

15.b Village Attorney

15.c Commissioner Comments

- > Vice Mayor Steve Bernard
- > Commissioner Bob Anderson
- > Commissioner Al Childress
- > Commissioner Bryan Cooper
- > Mayor Roxanna Ross

**16 Announcements**

All public meetings are held at the Ed Burke Recreation Center,  
11400 NE 9th Court, Biscayne Park.

Monday, February 7th - Planning & Zoning at 6:30PM

Tuesday, February 8th - Special Primary Election starting at 7:00AM  
until 7:00PM.

Wednesday, February 9th - Recreation Advisory Board at 6:30PM

Tuesday, February 15th - Code Enforcement at 7:00PM

Wednesday, February 16th - Parks & Parkway Advisory Board at  
6:00PM.

Tuesday, February 16th - Code Review at 7:00PM

Thursday, February 17th - Ecology Board at 6:30PM

Monday, February 21st - All Village departments closed in  
observance of President's Day.

Tuesday, February 22nd - Planning & Zoning at 6:30PM

Wednesday, February 23rd - Code Review at 7:00PM

Our next regular Commission meeting is Tuesday, March 1st 7:00PM  
and will be held at the Church of the Resurrection.

Please visit our website regularly at **[www.biscayneparkfl.gov](http://www.biscayneparkfl.gov)** and  
click on the Calendar of Meetings & Events to view the full schedule.

**17 Adjournment**

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accomodation to participate in the proceedings should call Village Hall at (305) 899 8000 no later than four (4) days prior to the proceeding for assistance.

**DECORUM** - Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

## village clerk

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**From:** Ana M. Garcia [villagemanager@biscayneparkfl.gov]  
**Sent:** Tuesday, January 25, 2011 6:35 PM  
**To:** 'Marcus, Charlie'  
**Cc:** 'Village clerk'; 'Torok, Mark'  
**Subject:** RE: Tree City Usa\_ Upcoming grant

Charlie, you and Mark are great, we are really appreciative of your support and direction, thanks so much! Ana.

-----Original Message-----

**From:** Marcus, Charlie [mailto:Charles.Marcus@freshfromflorida.com]  
**Sent:** Tuesday, January 25, 2011 6:17 PM  
**To:** villagemanager@biscayneparkfl.gov  
**Cc:** Village clerk; Torok, Mark  
**Subject:** RE: Tree City Usa\_ Upcoming grant

Ana:

Your application is on its way to ADF with the state forester's endorsement, good job!

The RFP for the new grant cycle is posted for download on our website right now. Due date March 18.---crm 1/25

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**From:** Ana M. Garcia [mailto:villagemanager@biscayneparkfl.gov]  
**Sent:** Tue 1/25/2011 11:16 AM  
**To:** Marcus, Charlie  
**Cc:** 'Village clerk'  
**Subject:** Tree City Usa\_ Upcoming grant

Hi Charlie, hope all is well, I hope that you finally received our Tree City application and hope to here good news soon. Charlie, when we last met with Mark Torok he said there will be an upcoming grant in April, is this the case is there any info out there now on upcoming grants for 2011, thanks so much and have a great day! Ana.

Ana M. Garcia,CPRP  
Village Manager  
640 NE 114th Street  
Biscayne Park, Fl 33161  
Ph. 305.899.8000 ext. 229  
Fax. 305.891.7241  
agarcia@biscayneparkfl.gov

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Version: 9.0.872 / Virus Database: 271.1.1/3393 - Release Date: 01/25/11 02:34:00

**village clerk**


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**From:** Ana M. Garcia [villagemanager@biscayneparkfl.gov]

**Sent:** Tuesday, January 25, 2011 11:05 AM

**To:** villageclerk@biscayneparkfl.gov

**Cc:** rox@roxross.com

**Subject:** FW: FCCMA District V Training

Maria lets both register for this and please include this on my manager's report. I believe my training is free due to my membership in association, but I would want both of us to attend. Thanks.

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**From:** Carol Russell [mailto:crussell@flcities.com]

**Sent:** Monday, January 24, 2011 11:20 AM

**To:** Lynn Lovallo

**Subject:** FCCMA District V Training

Ethics may be the oldest, most debated, and most important issue in government. Florida's Chief Inspector General, Melinda Miguel will tackle this issue at it relates to state and local government in Florida. Her presentation will focus on what local government managers should know about ethics today, including reporting requirements, processes, and tips to establish an ethical culture in your organization. A must attend session for local government professionals, this program will include time for interaction among attendees.

This is the topic of the FCCMA District V Training which be held February 25 from 9:00 a.m. – 1:30 p.m., EST. It will be held at the Jaco Pastorious Park Community Center in Oakland Park. This district training is free for all the attendees in District V. The cost is \$35 per person, for all attendees outside of the district. Even if your registration is free, you must register so that we have a count of all the attendees for lunch.

The speaker for the session is Melinda Miguel, Chief Inspector General for the Executive Office of the Governor. She served as the Chief Inspector General under Governor Crist as well. She also serves as the President of the National Association of Inspector Generals and is the Chair of the Certification Board of the Association of Inspector Generals that annually certifies approximately 100 Inspector Generals and staff around the world.

Attached is the registration form. If you have any questions, feel free to either email me or call me at (850) 222-9684.

Thank you.

*Carol*

*Carol Russell*

*Administrative Assistant*

*Florida City and County Management Association*

*P.O. Box 1757*

*Tallahassee, FL 32302*

*(850) 222-9684*

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1/25/2011



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Albert Childress  
Commissioner

Ana Garcia  
Village Manager

John J. Hearn  
Village Attorney

Maria Camara  
Village Clerk

**MINUTES**  
**SPECIAL COMMISSION MEETING**  
**Ed Burke Recreation Center - 11400 NE 9th Ct.**  
**Biscayne Park, FL 33161**  
**Thursday, December 2, 2010 at 6:30PM**

**1 Call to Order**

**2 Roll Call**

Mayor Roxanna Ross called the meeting to order at 6:45PM. In addition to Mayor Ross, present were:

Vice Mayor Bryan Cooper  
Commissioner Bob Anderson  
Commissioner Steve Bernard  
Commissioner Al Childress

Present from staff were:

Village Manager Ana Garcia  
Village Clerk Maria Camara  
Village Attorney Hearn  
Police Chief Mitchell Glansberg  
Public Works Administrative Assistant Cesar Hernandez

**3 Pledge of Allegiance and Moment of Silence**

Mayor Ross introduced the sculptor, Bilhenry Walker, who provided his background and information on the art piece.

**4 Public Comments Related to Agenda Items / Good Welfare**

Dan Samaria  
Charles Ross  
Chester Morris  
Alfred Jonas  
Kristen Montouri

**5 Old Business**

Manager Garcia's report on the location and installation of the donated art piece.

Manager Garcia provided her report and her decision to install the sculpture at Griffing Park, after her discussions with the Parks & Parkway Advisory Board, Ecology Chair, Planning & Zoning Chair, and based on the recommendation of the Parks & Parkway Advisory Board.

After a discussion on whether the Planning & Zoning Board had reviewed the plans, a motion made by Commissioner Childress to not have a requirement that the Village get a permit for the installation of the art piece. It was seconded by Commissioner Anderson.

After further discussion, the motion was amended by Commissioner Childress to have the Manager work with the Building Official. If in the professional opinion of the Building Official a permit was not required for the installation, then the Manager would not be required to obtain a permit. The amended motion was accepted by Commissioner Anderson.

After discussion, the motion was called to a vote:

All in favor: Mayor Ross, Commissioner Childress, and Commissioner Anderson

All opposed: Commissioner Bernard, Vice Mayor Cooper

Motion carries: 3/2

A motion made by Commissioner Bernard for the Commission to have the responsibility to decide where the art sculpture will be located instead of the Manager. It was seconded by Vice Mayor Cooper.

Commissioner Bernard asked for clarification from the Attorney as to whether there was a conflict of interest in that the Mayor's husband, Charles Ross, and Commissioner Childress' wife, Kitty Childress, both donated funds towards the art sculpture.

Attorney Hearn explained that there was no pecuniary gain, meaning no material or financial benefit. Therefore there was no conflict.

After discussion, the motion was called to a vote:

All in favor: Commissioner Bernard, Vice Mayor Cooper

All opposed: Mayor Ross, Commissioner Childress, Commissioner Anderson

Motion fails: 2/3

A motion made by Commissioner Childress to ratify the Manager's decision to install the art sculpture in Griffing Park at the determined location. It was seconded by Commissioner Anderson.

The motion was called to a vote:

All in favor: Mayor Ross, Commissioner Childress, and Commissioner Anderson

All opposed: Commissioner Bernard, Vice Mayor Cooper

Motion carries: 3/2

## **6 Final Public Comments**

Gary Kuhl - Commissioner Bernard's motives  
Tracy Truppmann - Commissioner Bernard's comments  
Barbara Kuhl - Motion on landscaping at Parks & Parkway Board meeting;  
Commissioner Bernard's comments  
Dan Samaria - future sculptures  
Dale Blanton - Thanks given to donors, boards; future sculptures

Motion to adjourn by Commissioner Childress and seconded by Commissioner Anderson.

The meeting was adjourned at 8:43PM

Commission approved on \_\_\_\_\_.

Attest:

\_\_\_\_\_  
Roxanna Ross, Mayor

\_\_\_\_\_  
Maria Camara, Village Clerk

**Following this page  
are additions to the  
Minutes of 12/2/10  
as submitted by  
Vice Mayor Bernard  
for consideration  
by the Commission.**



**village clerk**


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**From:** Steve Bernard [steve@stevebernardarchitect.com]  
**Sent:** Monday, January 24, 2011 5:43 PM  
**To:** villageclerk@biscayneparkfl.gov; villagemanager@biscayneparkfl.gov  
**Cc:** vobparchives@biscayneparkfl.gov  
**Subject:** Corrections to the 12/2/10 Minutes

Hi Maria,

Following are my notes on the 12/2/10, as per Commission consensus, please include in Agenda Package for Commission Review prior to the 2/1/11 Regular Commission Meeting.

**12/2/10 Special Commission Meeting** (please note that there was no video for this meeting, and that I am including these corrections based on my notes and an Audio recording)

**Item #3, Sculpture Comments**

The Artist stated, among other things, that the Sculpture was designed as an indoor piece, not for outdoor installment, and he made an "extensive retrofit" of the piece.

**Item #4, Public Comments**

Dan Samaria asked why the Village can do something without having to follow the same rules that every Resident does. Referenced zoning committee approval for a paint color on his house, so how could the sculpture location be decided without being approved by them? The Commission should make the decision on where it goes, instead of hiding behind the Manager. Who decides what Sculptures get put in the Village, and do residents have a say? I heard the Sculpture was donated, but who pays for the installation and landscaping? He did not want his tax money to be used for that.

Charles Ross stated that it was a pleasure working with the artist to retrofit the sculpture, and thanked the artist.

Chester Morris thanked everyone, particularly Fred Jonas, and wants to continue adding Art in the Park.

Alfred Jonas stated that Commissioner Childress and his wife Kitty were not recognized in the Herald as being a donor for the project. Expressed reasons that the project came about, and thanked all five Commissioners.

Kristen Montouri had concerns about the location of this piece and the development of a "Sculpture Park", including parking and safety issues. Had concerns whether other site improvements were planned (and if so why aren't they being done prior to installation), sustainability of the site if people are attracted to the site, and the timeframe for necessary repairs to the park.

**Item 5, Old Business**

Additional discussion items:

In response to Commissioner Bernard's concern that structural calculations were not done for the protection of the Sculpture during a Hurricane, Commission Childress stated that a concrete slab was exempt from obtaining a permit, due to it not being a structural slab.

1/24/2011

Commissioner Anderson suggested that we could unbolt and remove the Sculpture for Hurricane Warnings, since there were no Wind Calculations to prove that it won't fly away during a storm. Conversation ensued as to whether anyone would remember this would be necessary in 5 years.

The Attorney recommended obtaining a permit, and the Manager concurred.

Commissioner Bernard referenced his email of 6/22/10, with technical concerns that have not been resolved.

Commissioner Bernard questioned whether the previously agreed upon June 22, 2010 Special Commission Motion was followed, including 1) Committee review (the RAB was discussed at the June meeting, but was not consulted), 2) any experts that might help guide the Village in locating the Sculpture (none were consulted), and 3) whether a Special Commission meeting would be used to make a final decision.

Commissioner Cooper discussed the advisory nature of Village Committees, and who they are advisory to (Commission or Manager), the circumvention of the rights of Residents to provide input, as well as the need for proper posting of Agendas for Resident input. Discussed the detrimental use of Special Commission meetings and a rush to make an arbitrary deadline.



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Commissioner

Ana Garcia  
Village Manager

John J. Hearn  
Village Attorney

Maria Camara  
Village Clerk

**MINUTES**

**REGULAR COMMISSION MEETING**

Ed Burke Recreation Center - 11400 NE 9th Court  
Biscayne Park, FL 33161

**Tuesday, December 7, 2010 at 7:00PM**

**1 Call to Order**

**2 Roll Call**

Mayor Roxanna Ross called the meeting to order at 7:09PM. In addition to Mayor Ross, present were:

Vice Mayor Bryan Cooper  
Commissioner Bob Anderson  
Commissioner Steve Bernard  
Commissioner Al Childress

Present from staff were:

Village Manager Ana Garcia  
Village Clerk Maria Camara  
Village Attorney John Hearn  
Finance Director Michael Arciola  
Police Chief Mitchell Glansberg  
Public Works Director Bernard Pratt  
Public Works Administrative Assistant Cesar Hernandez  
Parks & Recreation Director Issa Thornell

**3 Pledge of Allegiance and Moment of Silence**

Mayor Ross introduced the change of Vice Mayor, as is customary every six months, from Commissioner Cooper to Commissioner Bernard.

**4 Presentations**

Code Enforcement Officer Miguel Parages, Jr. was introduced by Manager Garcia.

Recognition of Public Works Director Bernard Pratt and police officers Ray Atesiano and Lawrence Churchman for their actions that led to the arrest of an individual. Recognition also of the success of the Village of Biscayne Park on Patrol (VOBPOP).

Commissioner Childress asked Manager Garcia to come back with ideas and format or policy for employees to be recognized who go above and beyond.

Letter of accomodation from North Miami Police Chief regarding Captain Antonio Sanchez was read by the Village Clerk.

Certificate of appreciation given to building inspector Sal Annese for his contribution on behalf of the Town of Medley of the parking bumpers for Village Hall.

Presentation provided by the Village Clerk on enhancements to the Village website which include the listing and posting of ordinances and resolutions, and the posting of approved minutes for commission meetings and board/committee meetings.

## **5 Additions, Deletions or Withdrawals to the Agenda**

Item 7b was moved to section 10, as 10a.

Item 7c was deferred to the January 11, 2011 meeting.

Item 7e was deferred to the January 11, 2011 meeting.

Item 11b was moved to be discussed after item 8a.

Commissioner Anderson requested that items 12b, 12c and 12d be tabled until next meeting. Mayor Ross would deal with that request when the items came up for discussion.

Commissioner Cooper requested that a grant discussed at a prior Parks & Parkway Advisory Board meeting be discussed during the Manager's report.

Commissioner Cooper requested that the Manager provide reasoning why item 7c was deferred to January during the Manager's report.

## **6 Public Comments Related to Agenda Items / Good Welfare**

Barbara Kuhl - art sculpture.

Ronald Fetch - Item 11b, Code changes for fences and walls, corner lots and hedges.

Marcelo Adario - Item 11b, Code changes for fences and walls, corner lots and hedges.

Jeffrey Jones - Item 11b, Code changes for fences and walls, corner lots and hedges.

Tracy Tirano - Item 11b, Code changes for fences and walls, corner lots and hedges.

**7 Consent Agenda**

Left on the consent agenda are items 7a and 7d.

Commissioner Cooper pulls item 7d for discussion.

Commissioner Childress makes a motion to approve item 7a which are the minutes for:

- > September 14, 2010 Regular Commission Meeting
- > September 21, 2010 2nd Public Hearing FY 2010-11 Budget
- > October 5, 2010 Regular Commission Meeting
- > October 22, 2010 Special Commission Meeting
- > November 4, 2010 Regular Commission Meeting

It was seconded by Commissioner Anderson.

Vice Mayor Bernard and Commissioner Cooper pull the minutes for September 14th, September 21st and October 5th.

Commissioner Childress amends his motion to approve the remaining minutes for October 22nd and November 4th.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Childress, Commissioner Anderson and Commissioner Cooper.

Motion carries: 5/0

On the minutes of September 14th, Vice Mayor Bernard makes a motion to approve the minutes with the addition of his notes that were provided. It was seconded by Commissioner Cooper.

The motion was called to a vote:

All in favor: Vice Mayor Bernard and Commissioner Cooper.

All Opposed: Mayor Ross, Commissioner Childress and Commissioner Anderson.

Motion fails: 2/3

Commissioner Anderson makes a motion to approve the minutes of September 14th as submitted by the Clerk. It was seconded by Commissioner Childress.

The motion was called to a vote:

All in favor: Mayor Ross, Commissioner Childress and Commissioner Anderson.

All Opposed: Vice Mayor Bernard and Commissioner Cooper.

Motion carries 3/2

On the minutes of September 21st, Vice Mayor Bernard makes a motion to approve the minutes with the addition of his notes that were provided. It was seconded by Commissioner Cooper.

The motion was called to a vote:

All in favor: Vice Mayor Bernard and Commissioner Cooper.

All Opposed: Mayor Ross, Commissioner Childress and Commissioner Anderson.

Motion fails: 2/3

Commissioner Anderson makes a motion to approve the minutes of September 21st as submitted by the Clerk with a correction on the name of the attorney that was present at the meeting. It was seconded by Commissioner Childress.

The motion was called to a vote:

All in favor: Mayor Ross, Commissioner Childress and Commissioner Anderson.

All Opposed: Vice Mayor Bernard and Commissioner Cooper.

Motion carries 3/2

On the minutes of October 5th, Commissioner Cooper makes a motion to outsource the production of minutes. It was seconded by Vice Mayor Bernard with an amendment to the motion that the selection be done through a bid process. Commissioner Cooper accepts the amendment.

The motion was called to a vote:

All in favor: Vice Mayor Bernard and Commissioner Cooper.

All Opposed: Mayor Ross, Commissioner Childress and Commissioner Anderson.

Motion fails: 2/3

Commissioner Anderson makes a motion to approve the minutes of October 5th as submitted by the Clerk with a correction to page 9, item 13d that October is Breast Cancer Awareness Month. It was seconded by Commissioner Childress.

The motion was called to a vote:

All in favor: Mayor Ross, Commissioner Childress and Commissioner Anderson.

All Opposed: Vice Mayor Bernard and Commissioner Cooper.

Motion carries 3/2

On item 7d, Resolution 2010-33, Mayor Ross provided the background. Commissioner Cooper requested additional clarification on the resolution to guarantee that the Village's share of the CITT funds would not be minimized.

After discussion, a motion made by Vice Mayor Bernard to approve Resolution 2010-33. It was seconded by Commissioner Cooper.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Anderson, Commissioner Childress and Commissioner Cooper.

All Opposed: None

Motion carries: 5/0

## 8 Public Hearings

Attorney Hearn provided the background on the variance request from property owners Kim & Leonard Esquivel of 850 NE 118th Street, to allow a shed measuring 12' x 16' (192 sq. ft.).

Attorney Hearn swore in those that would be speaking on the variance request during this quasi-judicial hearing portion of the meeting.

After discussion, the quasi-judicial hearing portion was closed.

A motion made by Commissioner Childress to accept Planning & Zoning's recommendation to approve the variance with a caveat that at the time of sale, the shed be removed (the variance runs with the land). Additionally,

- > The shed will be setback from the side and rear property lines a minimum of 10'.

- > There will be no electricity to the shed.

- > The shed will not be visible from the right of way.

- > The shed will be obscured with hedging.

The motion was seconded by Commissioner Anderson.

After discussion, Vice Mayor Bernard asked for an amendment to the motion to remove the caveat that the shed be removed at time of sale. Commissioner Childress accepted the amendment, as well as Commissioner Anderson.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Anderson, Commissioner Childress and Commissioner Cooper.

All Opposed: None

Motion carries: 5/0

Attorney Hearn will draft the resolution granting the non-use variance to be executed by the Mayor and Clerk.

---

Item 11.b, draft legislation on code changes for fences and walls, corner lots and hedges, was moved to this point of the meeting.

Attorney Hearn and Code Review Chair Gage Hartung provided the background.

During discussion, Attorney Hearn would make the following changes to the draft ordinance.

1. 11.6.1 - add clarifying language;
2. 11.6.3(c) - add the word "fencing";
3. 11.6.3(d) - delete the words "with a concrete cap"
4. 11.6.6 - add language to address existing fences and walls

A motion made by Commissioner Cooper to continue discussion of the draft ordinance as old business, but not as a first reading. It was seconded by Commissioner Anderson.

Mayor Ross adds that Commissioners provide to the Clerk their questions and notes so that the Clerk can collect and forward to the Code Review Board prior to their next meeting.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Anderson, Commissioner Childress and Commissioner Cooper.

All Opposed: None

Motion carries: 5/0

## **9 Ordinances - First Reading**

### **Ordinance 2010-14**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK ENTITLED "ADMINISTRATION" BY AMENDING ARTICLE VI ENTITLED "FINANCE" BY ADDING SECTIONS 2-76 "DEFINITIONS" AND 2-77 "**AUTHORITY TO MAKE INTRADEPARTMENTAL BUDGET AMENDMENTS BY VILLAGE MANAGER**" TO ESTABLISH PROCEDURES BY WHICH THE VILLAGE MANAGER MAY AUTHORIZE AMENDMENTS WITHIN DEPARTMENT BUDGETS WITHOUT VILLAGE COMMISSION APPROVAL; AMENDING CHAPTER 2, ARTICLE VIII TO HAVE REFERENCES TO THE DIRECTOR OF FINANCE REPLACED WITH VILLAGE MANAGER THROUGHOUT ARTICLE VIII AND AMENDING CHAPTER 2, ARTICLE VIII REFERENCING BUDGET APPROPRIATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title of the ordinance and Manager Garcia provided the background.

Mayor Ross opened the meeting for public comments on the ordinance.  
> Alfred Jonas

A motion made by Commissioner Anderson to approve at first reading. It was seconded by Commissioner Childress.

After discussion, the motion was called to a vote:

All in favor: Mayor Ross, Commissioner Childress and Commissioner Anderson.

All Opposed: Vice Mayor Bernard and Commissioner Cooper.

Motion carries 3/2

### **Ordinance 2010-16**



AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, PURSUANT TO SECTION 166.041, FLORIDA STATUTES, **TO AMEND ORDINANCE 2009-6 ADOPTED ON SEPTEMBER 22, 2009 FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2009-2010, BY AMENDING VARIOUS PARTS OF THE BUDGET CONSISTENT WITH EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE**

Attorney Hearn read the title of the ordinance and Manager Garcia and Finance Director Arciola provided the background.

Mayor Ross opened the meeting for public comments on the ordinance and there were none.

A motion made by Commissioner Anderson to approve at first reading. It was seconded by Commissioner Childress.

After discussion, the motion was called to a vote:

All in favor: Mayor Ross, Commissioner Childress, Commissioner Anderson, and Commissioner Cooper

All Opposed: Vice Mayor Bernard

Motion carries 4/1

#### **Ordinances - Second Reading**

##### **Ordinance 2010-13**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **RELATING TO THE PROVISION OF SOLID WASTE MANAGEMENT FEE ASSESSMENTS IN THE VILLAGE OF BISCAYNE PARK, FLORIDA; APPROVING THE SCHEDULE FOR SOLID WASTE COLLECTION AGAINST ASSESSED PROPERTY LOCATED WITHIN THE VILLAGE OF BISCAYNE PARK FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2010; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE**

Attorney Hearn read the title of the ordinance and reviewed the changes made since the first reading of the ordinance.

Mayor Ross opened the meeting for public comments on the ordinance and there were none.

A motion made by Commissioner Anderson to approve at first reading. It was seconded by Commissioner Childress.

After discussion, the motion was called to a vote:

All in favor: Mayor Ross, Commissioner Childress and Commissioner Anderson.

All Opposed: Vice Mayor Bernard and Commissioner Cooper.

Motion carries 3/2

---

At 10:55PM, a motion made by Vice Mayor Bernard to extend the meeting to 11:10PM. It was seconded by Commissioner Cooper.

After discussion, the motion was called to a vote:

All in favor: Vice Mayor Bernard and Commissioner Cooper.

All Opposed: Mayor Ross, Commissioner Childress and Commissioner Anderson.

Motion fails 2/3

The Clerk read the announcements:

### **Announcements**

All public meetings are held at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park.

Wednesday, December 8th at 6:30PM - Recreation Advisory Board

Friday, December 10th at 11:30AM - Unveiling of Biscayne Park Way signage with Florida Department of Transportation at the south end location.

Saturday, December 11th at 10:30AM - Official unveiling of Biscayne Park Way signage at the south end location.

Saturday, December 11th at 11:00AM - Unveiling of art sculpture donation at Griffing Park, 115th Street and Sixth Avenue.

Saturday, December 11th - Volunteer Appreciation has been cancelled and will be rescheduled in January.

Tuesday, December 14th at 7:00PM - Code Review Board

Wednesday, December 8th at 6:00PM - Parks & Parkway Advisory Board

Thursday, December 16th at 6:30PM - Ecology Board

Saturday December 18th starting at 10:00AM Winterfest which includes the red-ribbon cutting ceremony for the newly renovated Ed Burke Recreation Center and new signage.

Monday, December 20th at 6:30PM - Planning & Zoning Board

Tuesday, December 21st at 7:00PM - Code Enforcement Board

Friday, December 24th - All Village Departments will be closed for the Christmas Holiday.

Tuesday, December 28th at 7:00PM - Code Review Board

Friday, December 31st - All Village Departments will be closed for New Year holiday.

The next regular Commission meeting is Tuesday, January 11th at 7:00PM.

Motion made by Commissioner Anderson to adjourn and seconded by  
Commissioner Childress.

The meeting was adjourned at 11:02PM

Commission approved on \_\_\_\_\_

Attest:

\_\_\_\_\_  
Roxanna Ross, Mayor

\_\_\_\_\_  
Maria Camara, Village Clerk

**Following this page  
are additions to the  
Minutes of 12/7/10  
as submitted by  
Vice Mayor Bernard  
for consideration  
by the Commission.**

**village clerk**


---

**From:** Steve Bernard [steve@stevebernardarchitect.com]  
**Sent:** Tuesday, January 25, 2011 7:25 AM  
**To:** villageclerk@biscayneparkfl.gov; villagemanager@biscayneparkfl.gov  
**Cc:** vobparchives@biscayneparkfl.gov  
**Subject:** Corrections to the 12/7/10 Minutes

Hi Maria,

Following are my notes on the 12/7/10, as per Commission consensus, please include in Agenda Package for Commission Review prior to the 2/1/11 Regular Commission Meeting.

Thanks,

Steve

**12/7/10 Regular Commission Meeting** (please note that the audio was not clear for several speakers)

**Item 5.a, Additions, deletions**

The minutes state that Commissioner Cooper requested that the Manager provide reasoning why item 7c was deferred to January during the Manager's report, but not that "no such reasoning was provided".

**Item 6, Public Comments**

Ronald Fecht, Marcelo Addario, Jeffrey Jones and Tracy Torano (please correct names) all requested that the Item 11b, Code changes for fences and walls, include provisions for allowing security fences/gates in front yards.

**Item 9.a, Ordinance 2010-14**

Alfred Jonas stated that budgets are always guesses, but that they are monitored when they are not accurate. He also stated that he can't think of any rational reason not to permit this kind of flexibility, unless somebody thinks that the Manager specifically is incompetent, irresponsible, or a thief, and if we think that we should replace her. If we don't think that, this is the only way to make the budget function smoothly. Couldn't see why this takes more than 3 minutes of anybody's time.

The minutes only state: "After discussion, the motion was called to a vote."

**Items discussed included:**

- \* Commissioner Cooper asking if we had been violating the FI Statute that was meant to protect residents from seeing what was going on, the Attorney's opinion was 'no'.
- \* Commissioner Cooper noting demographics of 11.3% residents who are unemployed, the possible number of underemployed, and the need to watch the budget for their sake.
- \* Commission Cooper asking how many times in the last year critical things came up that would require this Ordinance
- \* Commissioner Cooper brought up the example of the previous Manager providing raises that might not have been in the budget, as well as \$20,000 to \$30,000 in unused vacation time to the previous Manager when he left
- \* Manager's stated that previous administration that was not her responsibility, and that we have a tighter budget this year, and she is taking greater responsibility
- \* Mayor Ross explained that FL Statutes 166.241 specifically provides for the grant of this authority, and it is routinely done by other municipalities.
- \* It was repeatedly remarked that "The budget is not an exact science"

**Item 9.b, Ordinance 2010-16**

1/25/2011

The minutes only state: "After discussion, the motion was called to a vote."

Items discussed included:

- \* Commissioner Anderson stated this this was "housecleaning", and we are required under the Statute to do this (approve the ordinance)
- \* Finance Director Arciola stated that the Statute requires a balanced budget, and we have one. If we are going to amend it, we have to amend it within 60 days, and that we're therefore not currently in compliance, there's no penalty for that, that we could have left the budget alone, that we didn't have to amend this budget because we were under budget, except for one department. Repeated that this really is a "housecleaning" procedure that makes everything look nice when you read the financial reports.
- \* Vice Mayor Bernard stated that we only received the backup information the previous night, it was not broken down by department, and there was no explanation why items were more or less the original budget, and therefore he was not comfortable approving it. If the other Commissioner are willing to approve it tonight without that information, he hoped the full information would be included for 2nd reading.
- \* Vice Mayor Bernard stated that he thought it was a bad idea to have less line items, even there is more information on them.
- \* Commissioner Cooper stated that he agreed that less line items was a bad idea for the purpose of review of how things were spent, and the basis to good reporting for good decisions in the future.
- \* Commissioner Cooper noted that the audit showed that we haven't done what we were supposed to have done from previous years, and maybe this housecleaning will help with that
- \* Mayor Ross stated that "it was clear to me that were it not for the need to bring these line items into balance, then an amendment may not even have been needed, all but for that legal department expense that wasn't in balance..."
- \* Mayor Ross commended the Manager and Staff for being able to balance the budget, even though there were certain expenditures that we were forced to cover that were not accounted for in the budget when it was passed.

**Item 9.c, Ordinance 2010-13**

The minutes only state: "After discussion, the motion was called to a vote."

Items discussed included:

- \* Attorney Hearn stated that there was a clarification of Section 3, residential properties
- \* Vice Mayor Bernard noted that there was no revenues shown, nor process to resolve, the \$18,000 in Special Pickup fees, which means those who don't use special pickup will be subsidizing those who do.
- \* Commissioner Cooper explained that he would be voting 'no' because during this recession, and felt that we let down our Residents by holding the waste fee the way it's been, because we could have reduced the fee, and it is wrong to shift such a large "Administrative Fee" to the General Fund, which is a type of tax. He also stated that some of the funds could have gone to support the workers more, but instead it was redirected towards the Administration.

**Motion to Adjourn**

The minutes only state: "After discussion, the motion was called to a vote."

Items discussed included:

- \* Vice Mayor Bernard stated that if the rule is that we go from 7 to 11, then there needs to be a rule about limiting the number of items on the Agenda, because if we pack the Agenda, we know we're not going to get to the end, we know we're not going to get to Commissioner Comments, we know you're gonna wanna rush conversations where we're making decisions that last for 20 years, so let's not pack these Agendas in the future. He also questioned the vote where 11 pm was decided as the stopping point for all future meetings.



VILLAGE OF BISCAYNE PARK  
640 NE 114TH STREET  
BISCAYNE PARK, FL 33161  
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Mayor and Commission

Roxanna Ross  
Mayor

Steve Bernard  
Vice Mayor

Robert "Bob" Anderson  
Commissioner

Albert Childress  
Commissioner

Bryan Cooper  
Commissioner

Ana Garcia  
Village Manager

John J. Hearn  
Village Attorney

Maria Camara  
Village Clerk

## MINUTES

### REGULAR COMMISSION MEETING

Ed Burke Recreation Center - 11400 NE 9th Court

Biscayne Park, FL 33161

Tuesday, January 11, 2011 at 7:00PM

**1 Call to Order**

**2 Roll Call**

Mayor Roxanna Ross called the meeting to order at 7:07PM. In addition to Mayor Ross, present were:

Vice Mayor Steve Bernard  
Commissioner Bob Anderson  
Commissioner Al Childress  
Commissioner Bryan Cooper

Present from staff were:

Village Manager Ana Garcia  
Village Clerk Maria Camara  
Village Attorney John Hearn  
Finance Director Michael Arciola  
Police Chief Mitchell Glansberg  
Public Works Director Bernard Pratt  
Public Works Administrative Assistant Cesar Hernandez  
Parks & Recreation Director Issa Thornell

**3 Pledge of Allegiance and Moment of Silence**

**4 Presentations**

Certificate of Appreciation presented to Busy Bee Car Wash, Mr. David James accepting.

Certificate of Appreciation presented to Miami-Dade Commissioner Sally Heyman.

Certificate of Appreciation presented to Miami Shores Rotary, Mr. Chester "Doc" Morris accepting.

Certificate of Appreciation presented to the Knights of Columbus Marian Council, Mr Michael McDearmaid and Mr. James Murphy accepting.

Jack Osterholt provided the background of the Strategic Planning Session that took place on October 23, 2010, and provided a recap of the report. He explained that the report needs to go to staff so that they can review and discuss prior to the beginning of the budget cycle. Then staff is to present to Commission to make sure staff understands the items and priorities.

The Mayor directs the Manager to discuss the report with our legislators and use this document to explore the opportunities to find available funding.

Commissioner Cooper asked if he could cast his votes on the items discussed by proxy. Attorney Hearn advised that due to Sunshine, he could not. But he could at a Commission meeting.

Vice Mayor Bernard makes a motion to accept the report. It was seconded by Commissioner Anderson.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Childress, Commissioner Anderson and Commissioner Cooper.

Motion carries: 5/0

Vice Mayor Bernard makes a motion to include the discussion of the report in the May 2011 regular commission meeting. It was seconded by Commissioner Anderson.

Commissioner Cooper asks for an amendment to the motion to direct the Manager to also look for grant opportunities to advance the directives and priorities of the report. The amendment is accepted by both Vice Mayor Bernard and Commissioner Anderson.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Childress, Commissioner Anderson and Commissioner Cooper.

Motion carries: 5/0

## **5 Additions, Deletions or Withdrawals to the Agenda**

Item 12d removed by Vice Mayor Bernard to allow the Recreation Advisory Board and Parks & Parkway Board to meet to discuss the item. It was moved to the February 1, 2011 meeting.

Vice Mayor Bernard adds an item for discussion on the creation of an Art Review Board. The item is added as 12d.

Commissioner Cooper requests that the following items are added to the Manager's Report, item 14.c: Status of tree grant, removal of tree, and issue of FPL to add concrete pole as reported by a resident.

Commissioner Anderson makes a motion to defer item 11a to a date certain at a special commission meeting. It was seconded by Commissioner Childress.



The motion was called to a vote:

All in favor: Commissioner Childress and Commissioner Anderson.

All opposed: Vice Mayor Bernard, Commissioner Cooper and Mayor Ross

Motion fails: 2/3

## **6 Public Comments Related to Agenda Items / Good Welfare**

Judi Hamelburg & Susan Serfer - Item 7f, Expansion of Miami Shores Montessori School

Barbara Kuhl - Consider moving Manager and Commissioner reports earlier in the agenda; item 7b FPL donation; item 7e King Day of Service; Item 11a Soloff Report

John Holland - Gratitude to Commissioners for their time; Item 7j Recreation Advisory Board appointee

Fred Jonas - Rejection of items offered by Vice Mayor Bernard and Commissioner Cooper by Commissioner Childress, Commissioner Anderson and Mayor Ross; Village events not attended by Vice Mayor Bernard or Commissioner Cooper; how Vice Mayor Bernard and Commissioner Cooper perform their duties

Gary Kuhl - Appreciation of service by the Commissioners; long agendas and long meetings are the fault of the entire commission; lack of respect among Commissioners

Carmen DiBernardi - Gratitude to Commissioners for their service; item 7b FPL donation; supports Commissioner Cooper.

## **7 Consent Agenda**

Commissioner Bernard pulls item 7a, the minutes for December 2, 2010, and December 7, 2010; pulls item 7b, FPL Donation; pulls item 7f, Expansion of Miami Shores Montessori.

Commissioner Anderson pulls item 7e, King Day of Service.

Commissioner Cooper pulls item 7d, Port of Miami Deep Dredge Project; item 7g, Policy for Recognition of Exemplary Performance.

Left on consent are items 7c, 7h, 7i and 7j.

Commissioner Anderson makes a motion to accept the items left on the consent agenda. It was seconded by Commissioner Cooper.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Childress, Commissioner Anderson and Commissioner Cooper.

Motion carries: 5/0

Item 7a: On the minutes of December 2, 2010, Vice Mayor Bernard makes a motion to approve the minutes with additions. It was seconded by Commissioner Cooper.

Clerk Camara would prefer to receive Vice Mayor Bernard's additions in writing so that they can be forwarded to and reviewed by the entire Commission.

Vice Mayor Bernard amends his motion to defer the minutes for both December 2, 2010, and December 7, 2010, to the February 1, 2011 meeting and to include his additions that will be considered by the Commission.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Childress, Commissioner Anderson and Commissioner Cooper.

Motion carries: 5/0

Item 7b: FPL Donation

Manager Garcia provided the background.

Commissioner Childress asked Attorney Hearn whether the donation request by the Manager was unethical or illegal. Attorney Hearn responded that it was not.

Mayor Ross opened the meeting for public comment on this item.

Barbara Kuhl

Gary Kuhl

Fed Jonas

Rosalyn Cotzie

Carmen DiBernardi

After discussion, motion made by Commissioner Childress to accept the \$15,000 donation with a stipulation that the funds be added to the reserves instead of being used for park enhancements; and earmarked to be utilized by a future Commission for a different purpose, or in the event of an emergency situation. It was seconded by Commissioner Cooper.

Vice Mayor Bernard requests an amendment that instead of putting in reserves, the amount is equally divided among all residents of the Village. Commissioner Childress does not accept,

Mayor Ross asks Commissioner Childress to reconsider his motion as these funds could go a long way in improving the condition of our central park. Commissioner Childress does not accept.

After further discussion, the motion was called to a vote:

All in favor: Mayor Ross, Commissioner Childress and Commissioner Anderson.

All Opposed: Vice Mayor Bernard and Commissioner Cooper.

Motion carries 3/2

Item 7d: Port of Miami Deep Dredge Project.

Mayor Ross provided the background.

After discussion, Commissioner Cooper makes a motion to research the potential impact of freight traffic on the eastern border of our Village and to bring the item back at the February 1, 2011 meeting. It was seconded by Commissioner Anderson.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Childress, Commissioner Anderson and Commissioner Cooper.

Motion carries: 5/0

Item 7e: King Day of Service

Mayor Ross provided the background.

After discussion, and request that any landscaping ideas go through Parks & Parkway Advisory Board, and that the standard Hold-Harmless agreement be provided to anyone participating at the event, Vice Mayor Bernard makes a motion to approve the resolution. It was seconded by Commissioner Childress.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Childress, Commissioner Anderson and Commissioner Cooper.

Motion carries: 5/0

Item 7f: Expansion of Miami Shores Montessori School.

Mayor Ross provided the background.

After discussion, Commissioner Anderson makes a motion to approve the resolution. It was seconded by Commissioner Childress.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Childress, and Commissioner Anderson

All opposed: Commissioner Coooper

Motion carries: 4/1

Item 7g: Implementing a policy for recognition of exemplary performance.

Manager Garcia provided the background

A motion made by Commissioner Childress to approve the resolution. It was seconded by Commissioner Anderson.

After discussion, Commissioner Cooper makes an alternate motion to provide a substantial reward system when it results in a significant form of crime prevention, in the amount of \$500.

Vice Mayor Bernard asks Attorney Hearn whether forfeiture funds can be utilized for the bonus reward. Attorney Hearn stated it could be a possibility and would have to do further research.

Commissioner Anderson clarified that the resolution was for a policy to reward employees for any type of exemplary performance, not just those related to crime prevention; and that there should be a separate reward system for that.

Commissioner Childress instructs the Manager to create a policy to reward employees when it specifically results in crime prevention and to confirm whether or not forfeiture funds can be utilized.

The original motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Childress, Commissioner Anderson and Commissioner Cooper.

Motion carries: 5/0

**8 Public Hearings**  
**< None >**

---

Item 11c, selection of board member replacement for Parks & Parkway advisory board was moved up and discussed at this point.

Commissioner Cooper selects Dan Samaria.

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**9 Ordinances - First Reading**  
**< None >**

**Ordinances - Second Reading**

**Ordinance 2010-14**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK ENTITLED "ADMINISTRATION" BY AMENDING ARTICLE VI ENTITLED "FINANCE" BY ADDING SECTIONS 2-76 "DEFINITIONS" AND 2-77 "**AUTHORITY TO MAKE INTRADEPARTMENTAL BUDGET AMENDMENTS BY VILLAGE MANAGER**" TO ESTABLISH PROCEDURES BY WHICH THE VILLAGE MANAGER MAY AUTHORIZE AMENDMENTS WITHIN DEPARTMENT BUDGETS WITHOUT VILLAGE COMMISSION APPROVAL; AMENDING CHAPTER 2, ARTICLE VIII TO HAVE REFERENCES TO THE DIRECTOR OF FINANCE REPLACED WITH VILLAGE MANAGER THROUGHOUT ARTICLE VIII AND AMENDING CHAPTER 2, ARTICLE VIII REFERENCING BUDGET APPROPRIATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title of the ordinance and Manager Garcia provided the background.

Mayor Ross opened the meeting for public comments on the ordinance and there were none.

Vice Mayor Bernard makes a motion to include a \$900 limit of inter department transfers, and for the Manager to be required to report at next regular meeting, as is similiarly done in the Miami Lakes. It was seconded by Commissioner Childress.

Clarification on whether the limited amount is by month, or by department, or by line item was discussed, as well as clarification on when it has to be brought forward.

After further discussion on clarification of the motion and how to word the entire motion, Mayor Ross asks to break up the changes in separate motions to be clear.

Vice Mayor Bernard amends his original motion to add language to the ordinance to include the \$900 limitation per month.

The motion was called to a vote:

All in favor: Vice Mayor Bernard, Commissioner Childress, and Commissioner Cooper.

All opposed: Mayor Ross and Commissioner Anderson

Motion carries: 3/2

Vice Mayor Bernard makes a motion to add language to the ordinance on the timing of when the Manager is to report the changes made.

Discussion continued on the wording for when the Manager was to report; and the wording on whether to define it as a budget amendment, reallocation, transfer, or other terms. It was also brought up that Miami Lakes was a city that outsourced most of their services.

Commissioner Childress requests that since there is no time constraint to approve this ordinance, and that further discussion is needed to iron out the language, that it should be deferred to the next regular commission meeting.

Vice Mayor Bernard amends his motion to defer second reading to date certain February 1, 2011. It was seconded by Commissioner Anderson.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Childress, Commissioner Anderson and Commissioner Cooper.

Motion carries: 5/0

## **Ordinance 2010-16**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, PURSUANT TO SECTION 166.041, FLORIDA STATUTES, **TO AMEND ORDINANCE 2009-6 ADOPTED ON SEPTEMBER 22, 2009 FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2009-2010, BY AMENDING VARIOUS PARTS OF THE BUDGET CONSISTENT WITH EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE**

Attorney Hearn read the title of the ordinance and Manager Garcia and Finance Director Arciola provided the background.

Mayor Ross opened the meeting for public comments on the ordinance and there were none.

A motion made by Commissioner Childress to approve at second reading. It was seconded by Commissioner Anderson. This motion was later withdrawn.

After discussion and a review of specific line items, a motion made by Commissioner Anderson to move the second reading to date certain February 1, 2011. This motion was withdrawn after Finance Director Arciola advised that we had already exceeded the timeline to make these adjustments, and any further delay would delay the completion of our annual audit.

A motion made by Commissioner Anderson to approve at second reading. It was seconded by Commissioner Childress.

The motion was called to a vote:

All in favor: Mayor Ross, Commissioner Childress, and Commissioner Anderson

All Opposed: Vice Mayor Bernard and Commissioner Cooper

Motion carries: 3/2

---

At 11:05PM, a motion made by Vice Mayor Bernard to extend the meeting to 11:15PM. It was seconded by Commissioner Cooper.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Childress, Commissioner Anderson and Commissioner Cooper.

Motion carries: 5/0

---

## **14 Reports**

Manager Garcia provided a report on:

> Monthly financial report for December 2011.

> Requested Commissioner Cooper to provide resident information to research placement of FPL utility poles.

> Forestry grant update; no plans for tree removal; possibility of future Forestry grant in April 2011.

Attorney Hearn provided a report on:

> Attorney General opinion on Biscayne Park Foundation still pending.

> Informed Commission that Robert Soloff had completed his investigation and that his invoice was due for payment.

---

Since item 11a, Soloff Investigative Report was not heard, decision made to discuss this item at a Special Commission meeting. Clerk Camara instructed to contact Comcast to confirm the meeting will be taped and televised and to use these dates for possible scheduling: Thursday, January 20th; Wednesday, January 26th; or Wednesday, January 19th.

Since item 11b, draft legislation for code changes for fences and walls, corner lots and hedges was not heard, decision made to bring this item as an ordinance at first reading at the February 1, 2011 meeting.

All other items from the agenda not heard would be moved to the February 1, 2011 meeting.

---

The Clerk read the announcements:

**Announcements**

All public meetings are held at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park.

Wednesday, January 12th - Recreation Advisory Board at 6:30PM

Saturday, January 15th - King Day of Service

Monday, January 17th - All Village departments are closed in observance of Martin Luther King Day.

Tuesday, January 18th - Planning & Zoning Board at 6:30PM

Tuesday, January 18th - Code Enforcement Board at 7:00PM

Wednesday, January 19th - Parks & Parkway Advisory Board at 6:00PM

Thursday, January 20th - Ecology Board at 6:30PM

Tuesday, January 25th - Code Review Board at 7:00PM

The next regular Commission meeting is Tuesday, February 1, 2011 at 7:00PM.

Motion made by Commissioner Childress to adjourn and seconded by Commissioner Anderson.

The meeting was adjourned at 11:24PM

Commission approved on \_\_\_\_\_

Attest:

\_\_\_\_\_  
Roxanna Ross, Mayor

\_\_\_\_\_  
Maria Camara, Village Clerk





VILLAGE OF BISCAYNE PARK  
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Mayor and Commission

Roxanna Ross  
Mayor

Steve Bernard  
Vice Mayor

Robert "Bob" Anderson  
Commissioner

Albert Childress  
Commissioner

Bryan Cooper  
Commissioner

Ana Garcia  
Village Manager

John J. Hearn  
Village Attorney

Maria Camara  
Village Clerk

**MINUTES**  
**SPECIAL COMMISSION MEETING**  
**Ed Burke Recreation Center - 11400 NE 9th Court**  
**Biscayne Park, FL 33161**  
**Thursday, January 20, 2011 at 7:00PM**

**1 Call to Order**

**2 Roll Call**

Mayor Roxanna Ross called the meeting to order at 7:05PM. In addition to Mayor Ross, present were:

Vice Mayor Steve Bernard  
Commissioner Bob Anderson  
Commissioner Al Childress  
Commissioner Bryan Cooper

Present from staff were:

Village Manager Ana Garcia  
Village Clerk Maria Camara  
Attorney Michael Piper  
Finance Director Michael Arciola  
Police Chief Mitchell Glansberg  
Public Works Administrative Assistant Cesar Hernandez

**3 Pledge of Allegiance and Moment of Silence**

**4 Presentations**

< None >

**5 Additions, Deletions or Withdrawals to the Agenda**

Vice Mayor Bernard makes a motion to consider postponing the meeting in light of the day's happenings where two Miami-Dade Police Officers were killed; and in respect to the loss of Dan Key's father whose services were being held. It was seconded by Commissioner Cooper for discussion.

After discussion and gratitude expressed by Chief Glansberg for the thoughtful consideration, Vice Mayor Bernard withdraws the motion.

**6 Public Comments Related to Agenda Items / Good Welfare**

Barbara Kuhl  
Judi Hamelburg  
Milton Hunter  
Linda Dillon  
Gary Kuhl  
Dan Samaria  
Barbara Watts  
Estelle Hacia

Clerk Camara read comments from:

- > Former Mayor John Hornbuckle
- > Resident Carmen Di Bernardi
- > Former Code Enforcement Officer Sira Ramos

Additional public comments from:

Drew Dillworth  
Steve Taylor

**7 Old Business**

October 21, 2010 Investigative Report from Robert D. Soloff, Esquire

Attorney Piper provided an overview of the investigation and Mr. Soloff's findings and recommendations.

A motion made by Commissioner Anderson to accept the report. It was seconded by Commissioner Childress.

Mayor Ross asks Commissioner Cooper to consider withdrawing his rebuttal of the report as they are beyond the scope of the report. After some discussion the Mayor withdrew her request.

Commissioner Childress asks for an amendment to the motion to also include forwarding a copy of the complete report to the Commission on Ethics.

Mayor Ross asked to vote on the original motion first to accept the report, then later decide what to do with the report and its findings.

After discussion from the Commission, Manager Garcia was provided with an opportunity to speak on the item.

After final comments from the Commission and Manager Garcia, the original motion was called to a vote:

All in favor: Mayor Ross, Commissioner Childress, and Commissioner Anderson.

All opposed: Vice Mayor Bernard and Commissioner Cooper.

Motion carries: 3/2

Vice Mayor Bernard makes a motion to act on the recommendations made by Mr. Soloff:

- > Clear communication, conflict resolution techniques, organizational growth and development.
- > Seminar of the Florida Public Records law and development of basic Village public records policy.

It was seconded by Commissioner Cooper with a request for a friendly amendment to specify that we obtain a facilitator that provides consensus building/training in addition to the conflict management training. Vice Mayor Bernard accepts the amendment.

Commissioner Childress states that by asking for this motion it is redundant as the original motion to accept the report includes accepting both the findings and the recommendations.

Commissioner Anderson was also concerned with the financial impact of the recommendations.

The motion was called to a vote:

All in favor: Vice Mayor Bernard and Commissioner Cooper

All Opposed: Mayor Ross, Commissioner Childress, and Commissioner Anderson

Motion fails: 2/3

Commissioner Childress directs the Manager to come back at a regular commission meeting and provide a report on how to implement the recommendations.

Mayor Ross asks for consensus from both Vice Mayor Bernard and Commissioner Cooper on Commissioner Childress' directive and both agree.

Motion made by Commissioner Anderson to adjourn and seconded by Commissioner Childress.

The meeting was adjourned at 9:40PM.

Commission approved on \_\_\_\_\_

Attest:

\_\_\_\_\_  
Roxanna Ross, Mayor

\_\_\_\_\_  
Maria Camara, Village Clerk



# Village of Biscayne Park

640 NE 114<sup>th</sup> Street  
Biscayne Park, FL 33161

Tel: 305 899 8000  
Fax: 305 891 7241

## Mayor and Commission

Roxanna Ross  
Mayor

Steve Bernard  
Vice Mayor

Robert "Bob" Anderson  
Commissioner

Albert Childress  
Commissioner

Bryan Cooper  
Commissioner

Ana Garcia  
Village Manager

John J. Hearn  
Village Attorney

Maria Camara  
Village Clerk

January 25, 2011

To: Mayor Roxana Ross  
Vice Mayor Steve Bernard  
Commission Bob Anderson  
Commissioner Al Childress  
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

**Re: Resolution 2011- 07: Selling of the Village's shares of stock in MetLife**

### **Background Analysis:**

After receiving a check from MetLife in the amount of \$ 71.78, Finance Director Michael Arciola called MetLife to inquire as to the nature of this check. It was discovered that the Village used to have life insurance policies with MetLife. Sometime in the year 2000, MetLife changed its corporate status to a shareholder company and every holder of a life insurance policy was given shares in the new public MetLife Company. The Village was given 97 shares of MetLife Stock. The Village does not have any more life insurance policies with MetLife but now owns the 97 shares and will receive a dividend check when a dividend is declared.

The current market value of the shares is approximately \$ 4,268.00. Finance Director Arciola was not able to find any record of dividends received in the prior years and the ownership value of the shares does not seem to be on our balance sheet.

Village Attorney John Hearn was informed of this matter and advised us that Section 218.415 of the Florida Statutes does not specifically provide that a municipality may own shares of stock, and is therefore prohibited from same. Attorney Hearn recommends that the shares of stock in MetLife be sold at fair market value immediately.

### **Fiscal/Budgetary Impact:**

By following Attorney Hearn's recommendation to sell the shares of stock at fair market value, the Village would gain over \$4,000 in funds.

### **Manager Recommendation:**

To approve the resolution to sell the shares of MetLife stock and to add the amount that is gained into the contingency line item under General Government of the FY 2010-11 Budget. As we continue to look at upgrading Village wide security, as well as enhance and upgrade our IT infrastructure, we will have a need for unbudgeted expenditures. When we do, we will come before the Commission with the appropriate expenditure request for approval.

Manager Recommendation

Page 1 of 1

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**RESOLUTION NO. 2011 – 07**

**A RESOLUTION OF THE VILLAGE COMMISSION OF THE  
VILLAGE OF BISCAYNE PARK, FLORIDA AUTHORIZING THE  
APPROPRIATE VILLAGE OFFICIAL TO TAKE ALL STEPS  
NECESSARY TO SELL THE VILLAGE'S SHARES OF STOCK IN  
METLIFE; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Village of Biscayne Park was at one time a policyholder with Metropolitan Life Insurance Company ("MetLife"); and

WHEREAS, on April 5, 2000, MetLife converted to a stock company, issuing nearly 500 million shares to over 9 million policyholders and selling an additional 202 million shares to investors; and

WHEREAS, Section 218.415 of the Florida Statutes does not specifically provide that a municipality may own shares of stock and, therefore, is prohibited from same; and

WHEREAS, upon being informed of this matter, the Village Attorney reviewed this matter and has recommended that the shares of stock in MetLife be sold at fair market value immediately, enabling the Village to gain over \$4,000.00 in funds; and

WHEREAS, the Village Commission of the Village of Biscayne Park finds it to be in the best interests of the citizens of the Village to authorize the appropriate Village official to sell the Village's shares of stock in MetLife; now, therefore

BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:

**Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Resolution upon adoption hereof.

**Section 2.** The appropriate Village official is hereby authorized to take all steps necessary in order to sell the Village's shares of stock in MetLife and to place the funds in the appropriate Village account.

**Section 3.** This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**The foregoing resolution upon being  
Put to a vote, the vote was as follows:**

Roxanna Ross, Mayor

Mayor Ross \_\_\_\_\_  
Vice Mayor Bernard \_\_\_\_\_  
Commissioner Anderson \_\_\_\_\_  
Commission Childress \_\_\_\_\_  
Commissioner Cooper \_\_\_\_\_

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney



---

Date: January 24, 2011

To: Mayor and Village Commission

From: Albert P. Childress  
Commissioner

Subject: Resolution Regulating Pill Mills

---

**REQUEST:**

A Resolution of the Mayor and Village Commission of the Village of Biscayne Park urging the Florida Legislature to crack down on prescription drug abuse by regulating pill mills and immediately implementing such legislation.

**BACKGROUND AND ANALYSIS:**

At the spring 2010 Legislature Session, the Legislature passed legislation to regulate pill mills which was set to begin on November 28, 2010; however, because of other financial regulations, the pill mills legislation has been stalled. The pill mills legislation would have helped curb some aspects of abuse by specifying basic standards for pain clinics and surprise inspection each year. Due to the new law, a more comprehensive cost estimate will have to be prepared by the Board of Medicine and the Department of Health prior to implementation of pill mills legislation. While the legislature is waiting for the cost estimates to be prepared, the regulations involving pill mills are in limbo and have halted an effort to regulate pill mills that have fueled an epidemic of prescription drug abuse.

**FISCAL/BUDGETARY IMPACT:** None

**RECOMMENDATION:** Vote to approve the Resolution and notify the Office of the Governor, the Florida Legislature, the Florida Board of Medicine and the Florida Department of Health on the need to crack down on prescription drug abuse by regulating pill mills and immediately implementing such legislation.

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3                   **RESOLUTION NO. 2011 - 08**  
4

5                   **A RESOLUTION OF THE VILLAGE COMMISSION OF**  
6                   **THE VILLAGE OF BISCAYNE PARK, FLORIDA,**  
7                   **URGING THE FLORIDA LEGISLATURE TO CRACK**  
8                   **DOWN ON PRESCRIPTION DRUG ABUSE BY**  
9                   **REGULATING PILL MILLS AND IMMEDIATELY**  
10                  **IMPLEMENTING SUCH LEGISLATION; PROVIDING**  
11                  **FOR AN EFFECTIVE DATE**  
12

13  
14                  **WHEREAS,** the black market for painkillers in Florida has flourished and as  
15 such, cracking down on prescription drug abuse has received wide support in the  
16 Legislature; and

17                  **WHEREAS,** lawmakers vowed to get serious about regulating pill mills after a  
18 Miami Herald series of articles spotlighted South Florida as the pill mill capital of the  
19 United States; and

20                  **WHEREAS,** at the Spring 2010 Legislature Session, the Legislature passed  
21 legislation to regulate pill mills which was set to begin on November 28, 2010;  
22 however, because of other financial regulations, the pill mills legislation has been  
23 stalled; and

24                  **WHEREAS,** the pill mills legislation would have helped to curb some aspects of  
25 abuse by specifying basic standards for pain clinics and surprise inspections each year;  
26 and;

27                  **WHEREAS,** the Legislature enacted a new law requiring Legislature approval  
28 of new rules that cost more than One Million Dollars over a five-year period, which  
29 affects the implementation of the pill mill legislation; and

30                  **WHEREAS,** due to that new law, a more comprehensive cost estimate will have  
31 to be prepared by the Board of Medicine and the Department of Health prior to  
32 implementation of pill mills legislation; and



1  
2       **WHEREAS**, while the legislature is waiting for the cost estimates to be  
3 prepared, the regulations involving pill mills are in limbo have halted an effort to  
4 regulate pill mills that have fueled an epidemic of prescription drug abuse; and

5       **WHEREAS**, the Mayor and Commission of the Village of Biscayne Park  
6 believe that urging the Florida Legislature to crack down on prescription drug abuse  
7 by regulating pill mills and immediately implementing such legislation will eliminate  
8 doctor shopping by addicts within our communities and the State of Florida.

9       **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE**  
10 **COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:**

11       **Section 1.** The foregoing recitals are true and correct.

12       **Section 2.** This Mayor and Commission of the Village of Biscayne Park, Florida  
13 herby urge the Florida Legislature to crack down on prescription drug abuse by  
14 regulating pill mills and immediately implementing such legislation.

15       Section 3. The Village Clerk is herby directed and authorized to send a copy of  
16 this Resolution to the Office of the Governor of the State of Florida, the Florida  
17 Legislature, the Florida Board of Medicine, and the Florida Department of Health.

18  
19 PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

20       **The foregoing resolution upon being**  
21 **put to a vote, the vote was as follows:**

22  
23 \_\_\_\_\_  
24 Roxanna Ross, Mayor

25  
26 Attest:

27  
28 \_\_\_\_\_  
29 Maria C. Camara, Village Clerk

30  
31 Mayor Ross: \_\_\_\_\_  
32 Vice Mayor Bernard: \_\_\_\_\_  
Commissioner Anderson: \_\_\_\_\_  
Commission Childress: \_\_\_\_\_  
Commissioner Cooper: \_\_\_\_\_

1 Approved as to form:  
2  
3

4  
5 \_\_\_\_\_  
John J. Hearn, Village Attorney  
6



# Village of Biscayne Park

640 NE 114<sup>th</sup> Street  
Biscayne Park, FL 33161

Tel: 305 899 8000  
Fax: 305 891 7241

## Mayor and Commission

Roxanna Ross  
Mayor

Steve Bernard  
Vice Mayor

Robert "Bob" Anderson  
Commissioner

Albert Childress  
Commissioner

Bryan Cooper  
Commissioner

Ana Garcia  
Village Manager

John J. Hearn  
Village Attorney

Maria Camara  
Village Clerk

January 25, 2011

To: Mayor Roxana Ross  
Vice Mayor Steve Bernard  
Commission Bob Anderson  
Commissioner Al Childress  
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

Re: **Resolution 2011- 09: Agreement for Traffic Engineering and Planning Services between the Village and Kimley-Horn & Associates, Inc.**

### **Background Analysis:**

The Village of Biscayne park issued an invitation to bid, upon which Kimley Horne was selected for traffic engineering services. Kimley Horn successfully completed Biscayne Park's comprehensive traffic study in January of 2007. A traffic study update was completed in November of 2008. The Village of Biscayne Park now has an opportunity to run its own Village Circulator with CITT dollars, and our residents can determine the times and days of the week and the destinations they wish to access via our circulator. Kimley Horne can represent the Village of Biscayne Park to insure a turn key process that can ultimately result in a successful program. Through research, planning and dialogue with our community, we have an opportunity for a unique tailor-made circulator system that can provide the residents with an alternative method of transit. Additionally, Kimley Horne provides a multitude of necessary disciplines in all aspects of necessary municipal services that are and or will be of great need to the Village of Biscayne Park.

We recommend that the Village of Biscayne park piggy back off of the Miami Gardens General Services Contract RFQ # 08-09-006. That agreement was entered into February of 2009, and not only has Kimley Horne done an excellent job in Miami Gardens, but they have outstanding references throughout all of Miami Dade and Broward Counties.

### **Fiscal/Budgetary Impact:**

We have opportunities through CITT Funding, road funding, and stormwater funding to continue the improvements in our Village from an aesthetic and safety perspective and Kimley Horn can be an integral part of such projects and improvements. Additionally they will strengthen our Village Team through their experience and expertise.

### **Manager Recommendation:**

To approve the resolution to draft and execute a contract for traffic and engineering and planning services with Kimley-Horn & Associates consistent with the Miami Gardens agreement.

**Manager Recommendation**

**Page 1 of 1**

**RESOLUTION NO. 2011-09**

**A RESOLUTION OF THE VILLAGE COMMISSION OF  
THE VILLAGE OF BISCAYNE PARK, FLORIDA,  
AUTHORIZING THE APPROPRIATE VILLAGE  
OFFICIALS TO EXECUTE THE AGREEMENT FOR  
TRAFFIC ENGINEERING AND PLANNING SERVICES  
BETWEEN THE VILLAGE AND KIMLEY-HORN &  
ASSOCIATES, INC., PROVIDING FOR AN EFFECTIVE  
DATE**

WHEREAS, the Village of Biscayne Park issued an invitation to bid in January of 2007, and Kimley-Horn & Associates, Inc. (hereinafter "Kimley-Horn") was selected for traffic engineering services; and

WHEREAS, Kimley-Horn successfully completed the Village's comprehensive traffic study in 2007 and an updated comprehensive traffic study in 2008; and

WHEREAS, the Village now has the opportunity to operate its own Village Circulator utilizing CITT (Citizen's Independent Transit Trust) funds; and

WHEREAS, the residents of the Village will have an opportunity to add input regarding the times, days and destinations for this circulator; and

WHEREAS, Kimley-Horn can represent the Village to insure a turn-key process that can ultimately result in a successful program through research, planning and dialogue with our community; and

WHEREAS, the Village has an opportunity to create a unique, tailor-made circulator system which will provide Village residents with an alternate method of transit; and

WHEREAS, additionally, Kimley-Horn provides a multitude of necessary disciplines in all aspects of municipal services which are and will be of great need and value to the Village; and

1           WHEREAS, in 2009, the city of Miami Gardens, through a successful competitive  
2 bidding procedure, entered into a contract with Kimley-Horn for similar services; and

3           WHEREAS, Kimley-Horn has done an excellent job in Miami Gardens, and  
4 additionally have outstanding references throughout all of Miami-Dade and Broward Counties;  
5 and

6           WHEREAS, the Village Manager recommends that the Village, consistent with  
7 Chapter 19 entitled "Purchasing and Procurement" of the Village Ordinances, adopts the terms  
8 and conditions of the Miami Gardens General Services Contract (RFQ #08-09-06) and utilizes  
9 the opportunities through CITT funding, road funding and stormwater funding to continue the  
10 improvements in the Village from an aesthetic and safety perspective; and

11           WHEREAS, Kimley-Horn will be an integral part of such projects and improvements  
12 working with our Village staff through their experience and expertise; and

13           WHEREAS, the Commission has found it to be in the best interests of the residents of  
14 the Village to have Kimley-Horn perform the traffic engineering and planning services; now,  
15 therefore

16 **BE IT RESOLVED BY THE COMMISSION OF THE VILLAGE OF BISCAYNE**  
17 **PARK, FLORIDA, THAT:**

18           **Section 1.**     The foregoing "Whereas" clauses are hereby ratified and confirmed as  
19 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.

20           **Section 2.**     The appropriate Village officials are hereby authorized to draft and execute  
21 the Contract for traffic engineering and planning services between the Village and Kimley-Horn &  
22 Associates, Inc., consistent with the Miami Gardens Agreement, attached hereto and incorporated  
23 herein as Exhibit "1".

24           **Section 3.**     This Resolution shall become effective upon adoption.  
25

26 PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

**The foregoing resolution upon being  
Put to a vote, the vote was as follows:**

\_\_\_\_\_  
Roxanna Ross, Mayor

Attest:

\_\_\_\_\_  
Maria C. Camara, Village Clerk

Approved as to form:

\_\_\_\_\_  
John J. Hearn, Village Attorney

Mayor Ross \_\_\_\_  
Vice Mayor Bernard \_\_\_\_  
Commissioner Anderson \_\_\_\_  
Commission Childress \_\_\_\_  
Commissioner Cooper \_\_\_\_

**ADDENDUM BETWEEN VILLAGE OF BISCAYNE PARK AND  
KIMLEY-HORN & ASSOCIATES, INC. FOR NONEXCLUSIVE CONTINUING  
PROFESSIONAL SERVICES AGREEMENT**

On February 25, 2009, , the City of Miami Gardens, Florida ("City") and Kimley-Horn & Associates, Inc. ("Consultant") entered into an Agreement for nonexclusive continuing professional services. This Agreement between the Village of Biscayne Park and Kimley-Horn & Associates, Inc. is made on the \_\_\_\_\_ day of February, 2011 and incorporates and attaches the City of Miami Gardens Agreement, including its Attachments, attached hereto and incorporated herein as Composite Exhibit "1," with the revisions as outlined below.

WHEREAS, on February 1, 2011, the Village Commission authorized the adoption of the Agreement between the City of Miami Gardens and Kimley-Horn & Associates, Inc.; now, therefore

1. All references to "City" which are contained in the above captioned Agreement shall heretofore mean the Village of Biscayne Park.
2. All references to the location of services which are contained in the above captioned Agreement shall heretofore mean the municipal boundaries of the Village of Biscayne Park.
3. Contact concerning collections and/or billing shall be made to:  
  
Mike Arciola, Finance Director  
(305) 899-8000
4. Notices directed to the Village of Biscayne Park shall be sent to:  
  
Ana Garcia, Village Manager  
Village of Biscayne Park  
640 NE 114 Street  
Biscayne Park, Florida 33161
5. All Other Conditions and Terms: All conditions and terms of the Agreement Between the City of Miami Gardens and Kimley-Horn & Associates, Inc. executed on February 25, 2009 not specifically amended herein remain in full force and effect. In the event of any conflict, this Addendum will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum the day and year first above written.

KIMLEY-HORN & ASSOC., INC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

VILLAGE OF BISCAYNE PARK,  
FLORIDA

ATTEST:

\_\_\_\_\_  
Maria Camara, Village Clerk

\_\_\_\_\_  
Roxanna Ross, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
John J. Hearn, Village Attorney



Following this page is  
a copy of the  
agreement between  
the City of Miami  
Gardens and Kimley-  
Horn Associates, Inc.



*City of Miami Gardens*  
1515 N.W. 167<sup>th</sup> Street: Bldg. 5, Suite 200  
Miami Gardens, Florida 33169

March 12, 2009

Mr. Gary Ratay, P.E.  
Kimley-Horn & Associates, Inc.  
5200 NW 33<sup>rd</sup> Avenue  
Suite 109  
Ft. Lauderdale, FL 33309

RFQ#08-09-06 Architectural Engineering Surveying and Planning Services

Dear Mr. Ratay:

Please find attached your copy of the executed agreement for the above referenced services.

We are looking forward to working with you and your firm on architectural and engineering services.

If you have any questions or need any assistance, do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Pam Thompson". The signature is fluid and cursive.

Pam Thompson, CPPO, CPPB  
Procurement Manager

**KIMLEY-HORN & ASSOC.**

**MAR 23 2009**

**FT. LAUDERDALE**

Enc.

**CITY OF MIAMI GARDENS**  
**NONEXCLUSIVE CONTINUING PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 25<sup>TH</sup> day of FEBRUARY, 2009, between the City of Miami Gardens, a Florida municipal corporation, (City), and Kimley-Horn & Associates, Inc., a Florida for profit Corporation (Consultant).

**WITNESSETH:**

WHEREAS, the City desires to hire the Consultant on a continuing, nonexclusive basis to provide continuing landscape architectural; civil; environmental; structural; traffic engineering services and other related services (Services) as expressed in the City's Request for Qualifications No.08-09-006, which was advertised on September 16, 2008 , and to which Consultant responded a copy of which is also incorporated herein by reference and as more particularly described below; and

WHEREAS, the Consultant has expressed the capability and desire to perform the Services described in Exhibit "1" attached hereto and by this reference incorporated herein as described in the City's Request for Qualifications and Consultant's response thereto; and

WHEREAS, the City's Request for Qualifications No. 08-09-006 was undertaken in accordance with Section 287.055, Florida Statutes, Florida's Consultant Competitive Negotiation Act and the parties hereto have complied with all the requirements therein.

WHEREAS, the Consultant and City desire to enter into the foregoing Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions, the Parties agree as follows:

**ARTICLE 1**

1.1 The following documents are incorporated and made part of this Agreement:

- Specifications prepared by the City in its Request for Qualifications No. 08-09-006 (Exhibit 1).
- Proposal for the City prepared by the Consultant dated October 16, 2008 (Exhibit 2).
- The above Recitals are incorporated herein by reference.

1.2 All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

- Specific direction from the City Manager (or designee).
- This Agreement and any attachments.
- Exhibit 1
- Exhibit 2

## **ARTICLE 2**

### **SERVICES AND RESPONSIBILITIES**

#### **2.1 General**

2.1.1 The Consultant agrees, upon issuance of a written work authorization, to perform for the benefit of the City part or all of the Services set forth and described in this Agreement and as provided for in Sections 2 through 5 and the Documents including, but not limited to, traffic, environmental, architectural, civil engineering services, surveying and landscape architectural services, on various projects within the City. Consultant shall perform the Services in accordance with standard industry practice. The Consultant shall guard against defects in its work or its consultants or sub-consultants work.

#### **2.2 Preliminary Services**

2.2.1 The Consultant shall, when so directed and as authorized by the City, prepare preliminary studies and reports, feasibility studies, utility rate studies, financial and fiscal studies and evaluation of existing facilities; preparation of schematic layouts and sketches where required; opinions of Construction Cost, and shall consult and confer with the City as may be necessary for the City to reach decisions concerning the subject matter. The Consultant shall attend meetings with the City Council and City staff as may be required.

During this phase, the Consultant shall advise the City, based on Consultant's professional opinion and the current project conditions and reasonably foreseeable conditions, of the completeness of existing data and its suitability for the intended purposes of the project; advise the City on the necessity to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the City's needs for surveys, site evaluations and comparative studies of prospective sites

and solutions; and prepare and furnish six (6) copies of a report setting forth the Consultant's findings and recommendations.

- 2.2.2 Preliminary design services to be performed by the Consultant shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the City, the exact number needed shall be determined by the City.
- 2.2.3 Upon authorization of the City, the Consultant will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the City in matters relating to regulatory agency operations review or operating permit noncompliance; assist with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

## 2.3 Basic Services

- 2.3.1 The Consultant shall, when so directed and authorized by the City, consult and advise the City in the following manner: specifying the extent and scope of the work to be performed; preparing detailed construction drawings and specifications; revising and updating, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work, and preparing contract documents and a final estimate of Construction Cost. The final design services shall be provide in an electronic format, and shall also include furnishing up to (6) copies of plans and specifications to the City; the exact number needed shall be determined by the City.

Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include, but not be limited to site plan approvals, driveway permits or other permits and work efforts and shall also consist of meeting at the staff level and meetings with the appropriate governing body and the City. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits or landfill permits.

- 2.3.2 The Consultant, based upon the approved Design Documents and any adjustments authorized by the City in each Project, project schedule or construction budget, shall prepare, for approval by the City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of each Project's architectural, structural, mechanical and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate. The Consultant shall also advise the City of any adjustments to the preliminary estimate of Construction Costs.
- 2.3.3 The Consultant, based upon City approved Design Development Documents and any further adjustments in the scope or quality of each Project or in the construction budget, shall prepare Construction Documents within the number of calendar days specified within any notice issued by the City. The Construction Documents shall consist of Drawings and Specifications setting forth in detail the requirements for the construction of each Project.
- 2.3.4 The Consultant shall assist the City in the preparation of the necessary proposal information and forms.
- 2.3.5 The Consultant shall advise the City of any adjustments to previous preliminary estimates of Construction Costs indicated by changes in requirements or general market conditions.
- 2.3.6 The Consultant shall submit to the City, for each project, electronic format and six (6) copies of the Construction Documents, and a further revised estimate of total Construction Cost.
- 2.3.7 Consultant shall include in the Construction Documents a requirement that the Construction Contractor shall provide a final as-built survey of each Project by a Registered Surveyor, and provide marked up construction drawings to Consultant so that the Consultant can prepare and deliver to the City the record drawings in the form required by the City and as required.
- 2.3.8 Prior to final approval of the Construction Documents by the City, the Consultant shall conduct a preliminary check of any Work Products to ensure compliance with requirements of any local, state or federal agency from which a permit or other approval is required. The Consultant shall insure that all necessary approvals have taken place.
- 2.3.9 The Consultant shall signify responsibility for the Construction Documents and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Chapters 471 and 481, Florida Statutes, if applicable. The

Consultant shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements.

2.4 The Consultant, following the City's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall, when so directed and authorized by the City, assist the City in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.4.1 The Consultant shall review and analyze the proposals received by the City, and shall make a recommendation for any award based on the City's Procurement Ordinance.

2.4.2 Should the lowest responsible, responsive proposal, as recommended by Consultant, exceed the Estimated Total Construction Cost of the Final Design Plan that exceeds 25% for small projects (equal to or less than \$1 million) or 10% for large projects (more than \$1 million), Consultant, at no additional cost to the City, shall meet with the City's representatives to identify ways to reduce costs to bring the Project cost to within the Estimated Total Construction Cost of the Final Design Plan. Should the lowest responsible, responsive proposal, as recommended by Consultant, exceed 25% for small projects or 10% on large projects, Consultant shall meet with the City to identify ways to reduce costs to bring the Project cost within the Estimated Total Construction Cost, and if after meeting with the City, the City determines that they can not identify ways to reduce costs, Consultant will be required to redesign portions of the Project to bring the cost of the Project within the Estimated Total Construction Cost of the Final Design Plan, at no additional expense to the City. If the Project is not advertised for bids within 3 months after delivery of Final Design Plans, through no fault of Consultant or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the City's representative and as approved by the City if necessary. If a Project scope of work is expanded by the City after the Consultant renders the Estimated Construction Cost of the Final Design Plans, the Consultant shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto. Under no circumstances shall the Consultant be held liable for damages or be required to perform any services without compensation if the lowest responsive proposal is less than the Estimated Total Construction Cost of the Final Design Plan.

2.4.3 The Consultant shall provide the City with a list of recommended, prospective bidders.

2.4.4 The Consultant shall attend all pre-proposal conferences.

- 2.4.5 The Consultant shall recommend any addenda, through the City's representative, as appropriate to clarify, correct, or change Proposal Documents.
- 2.4.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposal, Consultant shall assist the City, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the bidders.
- 2.4.7 If requested, Consultant shall evaluate proposals and bidders, and make recommendations regarding any award by the City.
- 2.5 The City shall make decisions on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the Consultant. The Consultant shall check and approve samples, schedules, shop drawings and other submissions for conformance with the concept of each Project, and for compliance with the information given by the Construction Documents. The Consultant shall also prepare Change Orders, assemble written guarantees required of the Contractor, and approve progress payments to the Contractor based on each Project Schedule of Values and the percentage of Work completed.
- 2.5.1 The City shall maintain a record of all change orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful and necessary for its purpose. Among those shall be change orders which are identified as architectural/engineering errors or omissions. An error determined to be caused solely by the Consultant and the costs of which would not otherwise have been a necessary expense to the City for the project, shall be considered for purposes of this agreement to be an additional cost to the City which would not be incurred without the error.

If the Consultant is not the Construction Manager for the construction, the City shall notify the Consultant within 3 days of the discovery of any architectural/engineering error or omission so that the Consultant can be part of the negotiations resolving the claim between the City and the Contractor. So long as the total additional cost of construction for all errors caused solely by the Consultant remain less than Five Percent (5%) of the total construction cost of the project, the City shall not look to the Consultant and/or its insurer for reimbursement for additional costs caused by errors and omissions. However, the Consultant shall be required to provide, at no cost to the City, services including redesign if necessary to resolve the error or omission. Should the sum of the additional construction costs for errors in total exceed Five Percent (5%) of the total construction cost, the City shall be entitled to recover the full and total additional cost to the City as a result of Consultant errors and omissions from the Consultant. To obtain such recovery, the



City shall deduct from the Consultant's fee a sufficient amount to recover all such additional cost to the City up to the amount of the Consultant's insurance deductible. Should additional costs incurred by the City exceed the Consultant's insurance deductible, the City shall look to the Consultant and the Consultant's insurer for the remaining amount of additional construction costs incurred by the City. The recovery of additional costs to the City under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the City may otherwise incur.

- 2.6 The Consultant shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation. The purpose of such review and examination will be to protect the City from an unbalanced Schedule of Values which allocates greater value to certain elements of each Project than is indicated by industry standards, supporting documentation, or data. If the Schedule of Values is not found to be appropriate, it shall be returned to the Contractor for revision or supporting documentation. After making such examination, when the Schedule of Values is found to be appropriate, the Consultant shall sign the Schedule of Values indicating informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract price to the Contractor.
- 2.7 The Consultant shall perform on-site construction observation of each Project based on the Construction Documents in accordance with Paragraph 2.12 of this Agreement. The Consultant's observation shall determine the progress and quality of the work, and whether the work is proceeding in accordance with the Construction Documents. The Consultant will provide the City with a written report of each site visit in order to inform the City of the progress of the Work. The Consultant shall endeavor to guard the City against defects and deficiencies in the work of Contractors, and make written recommendation to the City where the Work fails to conform to the Construction Documents. Based on such observation and the Contractor's Application for Payment, the Consultant shall determine the amount due to the Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the City, based on such observations and the data comprising the Application for Payment, that the work has progressed to the point indicated. By issuing a Certificate for Payment, the Consultant will also represent to the City that, to the best of its information and belief, based on what its observations have revealed, the work is in accordance with the Construction Documents. The Consultant shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final Payment.
- 2.8 The Consultant shall revise the Construction Drawings and submit record or corrected drawings to the City to show those changes made during the construction process, based on the marked up prints, drawings and other data furnished by the Contractor.

- 2.9 The Consultant shall attend regularly scheduled progress meetings on site.
- 2.10 The Consultant shall prepare construction Change Orders for the City's approval. Consultant shall not authorize any changes in the work or time, no matter how minor, without prior written approval of City.
- 2.11 Each project's construction or demolition shall be considered complete upon compilation of a punch list by Consultant, written notification to Contractor by Consultant of all releases of lien and written recommendation by Consultant of final payment to the Contractor, which shall be the sole decision of the City.
- 2.12 Resident Project Services. During the construction progress of any work the Consultant will, if authorized by the City, provide resident project inspection services to be performed by one or more authorized employees ("Resident Project Representative") of the Consultant. Resident project representatives shall provide extensive inspection services at the project site during construction. The Resident Project Representative will endeavor to provide protection for the City against defects and deficiencies in the work of the Contractor(s). Resident project inspection services shall include, but is not limited to, the following:
- ☐ Conducting all preconstruction conferences;
  - ☐ Conducting all necessary construction progress meetings;
  - ☐ Observation of the work in progress, to the extent authorized by the City;
  - ☐ Receipt, review coordination and disbursement of shop drawings and other submittals;
  - ☐ Maintenance and preparation of progress reports;
  - ☐ Field inspection and approval of materials for conformance to the specifications;
  - ☐ Field observation and verification of quantities of equipment and materials installed;
  - ☐ Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
  - ☐ Maintenance at each Project site, on a current basis, of all drawings, specifications, contracts, samples, permits, and other Project related documents, and at the completion of each Project, deliver all such records to the City;

- ☐ Preparation, update and distribution of a Project Budget with each Project Schedule;
- ☐ Notification to the City immediately if it appears that either each Project Schedule or each Project Budget will not be met;
- ☐ Scheduling and conducting monthly progress meetings, at which City, Engineer, General Contractor, Trade Contractor, Utilities Representative, Suppliers, can jointly discuss such matters as procedures, progress, problems and scheduling;
- ☐ Recommending courses of action, and enforcing courses selected by the City, if so directed by the City, if the General and/or Trade contractors are not meeting the requirements of the plans, specifications, and construction contract;
- ☐ Development and implementation of a system for the preparation, review, and processing of Change Orders;
- ☐ Maintenance of a daily log of each Project;
- ☐ Recording the progress of each Project, and submission of written monthly progress reports to the City, including information on the Contractors' Work, and the percentage of completion;
- ☐ Determination of substantial and final completion of work and preparation of a list of incomplete or unsatisfactory items and a schedule for their completion;
- ☐ Securing and transmitting to the City required guarantees, affidavits, releases, key manuals, record drawings, and maintenance stocks; and
- ☐ Providing artwork, models, or renderings as requested by the City.

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the Consultant or the City in connection with the Work. The Resident Project Representative shall be a person acceptable to the City, and the City shall have the right to employ personnel to inspect the work in progress, provided, however, that such personnel as are employed by the City and such personnel will be responsible directly to the City in the performance of work that would otherwise be assumed and performed by the Consultant.

### **ARTICLE 3**

#### **ADDITIONAL SERVICES**

- 3.1 When authorized pursuant to a written Work Authorization, the Consultant shall furnish the following additional services:

- ☐ Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- ☐ Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the City.
- ☐ Services resulting from significant changes in the general scope, extent or character of any particular project or its design including, but not limited to, changes in size, complexity, the City's schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the Consultant's control.
- ☐ Providing renderings or models for the City's use.
- ☐ Preparing documents for alternate bids requested by the City for work which is not executed or documents for out-of-sequence work.
- ☐ Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the City in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the City.
- ☐ Assistance in connection with bid/proposal protests, rebidding or renegotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the City to be caused by the Consultant (e.g., defective plans and/or specifications which inhibit contractors from submitting bids), in which event there shall be no additional cost for the provision of such services.
- ☐ Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

- ☐ Preparing to serve or serving as a Consultant or witness for the City in any litigation, arbitration or other legal or administrative proceeding.
  - ☐ Additional services in connection with a project not otherwise provided for in this Agreement.
  - ☐ Services in connection with a work directive change or change order requested by the City.
- 3.2 When required by the Construction Contract Documents in circumstances beyond the Consultant's control, and upon the City's authorization, it will furnish the following additional services:
- ☐ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
  - ☐ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the Consultant.
  - ☐ Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or negligent work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any Contractor; provided, however, if a fire occurs as a direct result of errors or omissions in the design by the Consultant or if the Consultant negligently fails to notify the Contractor of the status of their workmanship pursuant to Consultant's duties as described in the Contract Documents, the Consultant's additional construction services related to the remedy shall be deemed part of Basic Services and compensated as such.
  - ☐ Services in connection with any partial utilization of any part of a project by City prior to Substantial Completion.
  - ☐ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during Bidding and/or Negotiation services or Construction Contract Award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
  - ☐ Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are

due to a design error by the Consultant, in which case such services shall be deemed Basic Services. Except when caused by a design error by the Consultant, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

- 3.3 **Miscellaneous Architectural Services.** From time to time the City may require assistance from the Consultant for miscellaneous small projects, inspections and attendance at meetings if requested by the City, which are unrelated to any ongoing project for which a Work Authorization has been approved, and to review developers' plans, or on other matters. The Consultant will provide these services only when authorized by the City Manager or his designee. The Consultant shall invoice the City on a monthly basis for such miscellaneous services.

#### **ARTICLE 4**

##### **CITY'S RESPONSIBILITIES**

- 4.1 The City shall do the following in a timely manner so as not to delay the services of the Consultant:
- 4.1.1 Designate in writing a person to act as the City's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to the Consultant's services for a particular project.
  - 4.1.2 Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
  - 4.1.3 Assist the Consultant by placing at the Consultant's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
  - 4.1.4 Furnish to the Consultant, if required for performance of the Consultant's services (except where otherwise furnished by the Consultant as Additional Services), the following:
    - 4.1.4.1 Data prepared by, or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
    - 4.1.4.2 Appropriate professional interpretations of all of the foregoing;

- 4.1.4.3 Environmental assessment and impact statements;
- 4.1.4.4 Property, boundary, easement, right-of-way, topographic and utility surveys;
- 4.1.4.5 Property descriptions;
- 4.1.4.6 Zoning, deed and other land use restrictions;
- 4.1.4.7 Approvals and permits required in the City's jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the Consultant, all of which the Consultant may use and rely upon in performing services under this Agreement; and
- 4.1.4.8 Arrange for access to and make all provisions for the Consultant to enter upon the City's property as required for the Consultant to perform services under this Agreement.

## **ARTICLE 5**

### **SEQUENCE OF SERVICES AND TIME FOR PERFORMANCE**

- 5.1 This Agreement shall commence upon the execution by both parties and shall continue for an initial period of three (3) years, unless terminated sooner as provided for in this Agreement. The Consultant understands and acknowledges that the Services to be performed during the three (3) year term will be governed by this Agreement, and that there is no guarantee of future work being given to the Consultant.
- 5.2 Parties agree and understand that this Agreement shall be renewable after the expiration of the initial three (3) year period with terms and conditions to be agreed upon by City and Consultant.
- 5.3 Following receipt of any written work authorization the Consultant shall submit to the City, at least five (5) days prior to actually commencing services, a schedule of services and expenses for approval by the City before any services commence. The City reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

Work authorizations will be issued to the Consultant in the order in which the City wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the City. Minor adjustments to the timetable for

completion approved by City in advance, in writing, shall not constitute non-performance by Consultant pursuant to this Agreement.

- 5.4 When the City issues work authorizations to the Consultant, each authorization will contain a stated completion schedule. Failure of the Consultant to meet the stated schedule will constitute a default, for which payment for services may be withheld until default is cured. Time extensions will be reviewed, upon request, for extenuating circumstances.

It is anticipated and intended that the Consultant will be authorized to begin new work authorizations on a "rolling" basis, as some already assigned work authorizations near timely completion. If a subsequent work authorization is issued to the Consultant before it has completed the current work authorization, the completion date for each work authorization will remain independent of each other, so that the Consultant will prioritize the uncompleted work authorization from the first work authorization and finish them as soon as practical. Failure to complete these "older" work authorizations in a timely manner may adversely impact upon continued early authorization to start a subsequent work.

- 5.5 When the Consultant has exceeded the stated completion date, including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued to the Consultant and payment for services rendered shall be withheld.
- 5.6 Should the Consultant exceed the assigned completion time of an individual work authorization, the City reserves the right not to issue to the Consultant any further work authorizations until such time as there is no longer in a Default and the Consultant has demonstrated, to the City's satisfaction, that the reasons for tardy completion have been addressed and are not likely to be repeated in subsequent work authorizations. This restricted issuance provision may result in the Consultant not being issued all of the planned work the City anticipated in this Agreement. The Consultant shall have no right to the balance of any work, nor to any compensation associated with these non-issued work authorizations, due to the Consultant being in Default.
- 5.7 Should the Consultant remain in Default for a time period of fifteen (15) consecutive calendar days, the City may, at its option, retain another Consultant to perform any Work arising out of this Agreement and/or terminate this Agreement.

## **ARTICLE 6**

### **DELAY IN PERFORMANCE/SUSPENSION OR ABANDONMENT**

- 6.1 City shall be entitled to withhold progress payments to Consultant for services rendered until completion of services to the City's satisfaction.



- 6.2 A delay due to an Act of God, fire, lockout, strike or labor dispute, manufacturing delay, riot or civil commotion, act of public enemy or other cause beyond the control of Consultant, or by interruption of or delay in transportation, labor trouble from whatever cause arising and whether or not the demands of the employees involved are reasonable and with City's power to concede, partial or complete suspension of City's operations, compliance with any order or request of any governmental officer, department, agency, or committee shall not subject City to any liability to Consultant. At the City's option, the period specified for performance of services shall be extended by the period of delay occasioned by any such circumstance, and services omitted shall be made or performed during such extension, or the services so omitted shall extend this Agreement for a period equal to such delay. During this period such delay shall not constitute a delay by the Consultant.
- 6.3 If a project is suspended for the convenience of the City for more than six months, or abandoned in whole or in part for the convenience of the City under any phase, the City will give written notice to the Consultant of such project abandonment or suspension. The Consultant will be compensated only for work completed prior to abandonment or suspension. The City will not be liable for stand-by, overhead, or any other cost direct or indirect, that the Consultant may incur outside of any direct costs associated with a project. If a project is resumed after having been suspended for an excess of six months, the Consultant's further compensation may be renegotiated, but the City shall have no obligation to complete the project.

## **ARTICLE 7**

### **COMPENSATION AND METHOD OF PAYMENT**

- 7.1 City agrees to compensate Consultant for the services performed pursuant to the provisions of this Agreement based on the hourly rates, a copy of which is attached as **Exhibit "A"**, or as otherwise agreed to between the parties and set forth in a written amendment to this Agreement.
- 7.2 The Consultant shall submit to the City for approval, prior to actual performance, the anticipated number of hours to be expended and the personnel to be assigned to each Project. If the services are performed in accordance with the City's approved expenditure of hours and utilization of personnel, the Consultant shall be entitled to invoice for work authorizations as they are completed. The Consultant shall submit an original invoice and one copy to the City. This will be considered the official request for payment. The invoices shall include the following information:

Invoice number for each work order and date;

Amount previously billed;

Amount due this invoice.

- 7.3 The City shall pay Consultant within thirty (30) days of receipt of any invoice the total shown to be due on such invoice, provided the City has accepted the Consultant's performance.

## **ARTICLE 8**

### **OWNERSHIP OF DOCUMENTS**

- 8.1 All documents, design plans and specifications resulting from the professional services rendered by the Consultant under this Agreement shall be deemed the sole property of the City, and the City shall have all rights incident to the sole ownership. The reuse of any such documents, design plans, and specifications by the City or any project not covered by this Agreement without the written authorization of Consultant shall be at City's sole risk. Consultant agrees that all documents maintained and generated pursuant to this contractual relationship between City and Consultant shall be subject to all provisions of Chapter 119.01 et. seq. Florida Statutes.
- 8.2 The Consultant shall agree to indemnify and hold harmless the City, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant.

## **ARTICLE 9**

### **COURT APPEARANCE, CONFERENCES AND HEARINGS**

- 9.1 This Agreement shall obligate the Consultant to prepare for and appear in litigation or any other proceeding on behalf of the City for any dispute arising out of this Agreement. Except for litigation caused by errors or omissions of the Consultant, Consultant shall be compensated for such litigation support services at its prevailing rates for such services.
- 9.2 The Consultant shall confer with the City during the performance of the Services regarding the interpretation of this Agreement, the correction of errors and omissions, the preparation of any necessary revisions to correct errors and omissions or the clarification of service requirements, all without compensation.

## **ARTICLE 10**

## **REPRESENTATIONS**

- 10.1 The Consultant shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be done in a professional manner.
- 10.2 The Consultant represents, with full knowledge that the City is relying upon these representations when entering into this Agreement with the Consultant, that the Consultant has the professional expertise, experience and manpower to perform the services as described in this Agreement.
- 10.3 The Consultant shall be responsible for technically deficient designs, reports or studies due to Consultant's errors and omissions, for four years after the date of final acceptance of the Services by the City or as provided under Florida law, which ever is greater. The Consultant shall, upon the request of the City, promptly correct or replace all deficient work due to errors or omissions which fall below the recognized standard of care, without cost to City. The Consultant shall also be responsible for all damages resulting from the Consultant's documents. Payment in full by the City for services performed does not constitute a waiver of this representation.
- 10.4 All services performed by the Consultant shall be to the satisfaction of the City. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties and disputes of whatever nature that may arise under this Agreement. All disputes will be decided by a court of competent jurisdiction.
- 10.5 The Consultant warrants and represents that all of its employees, other consultants and sub-consultants are treated equally during employment or retention without regard to race, color, religion, gender, age or national origin.
- 10.6 The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Consultant any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this representation, the City shall have the right to cancel this Agreement without liability to the Consultant or any third party. Execution of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of this Agreement

## **ARTICLE 11**

## **NOTICES**

All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated or as may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the date of actual receipt.

Consultant: Gary Ratay, P.E.  
Kimley-Horn & Associates, Inc.  
5200 NW 33<sup>rd</sup> Avenue, Suite 109  
Ft. Lauderdale, FL 33309

City: City of Miami Gardens  
1515 N W 167<sup>th</sup> Street; Bldg. 5 Suite 200  
Miami Gardens, Florida 33169  
Attention: City Manager

With a copy to: City Attorney  
1515 N W 167<sup>th</sup> Street; Bldg. 5 Suite 200  
Miami Gardens, Florida 33169

## **ARTICLE 12**

### **AUDIT RIGHTS**

The City reserves the right to audit the records of the Consultant covered by this Agreement at any time during the execution of the Services and for a period three (3) years after final payment is made for any Work performed.

## **ARTICLE 13**

### **SUBCONTRACTING**

- 13.1 No Services shall be subcontracted, assigned, or transferred under this Agreement without the prior consent of the City, which consent maybe withheld.
- 13.2 The Consultant shall be fully responsible to the City for all acts and omissions of any agents or employees, or approved subcontractors. Subcontractors shall have appropriate general liability, professional liability, and workers' compensation insurance, or be covered by Consultant's insurance. Consultant shall furnish the City with appropriate proof of insurance and releases from all subcontractors in connection with the work performed.

## **ARTICLE 14**

## **TERMINATION**

- 14.1 The City retains the right to terminate Consultant's services and/or this Agreement, with or without cause, upon ten (10) days written notice, at any time prior without penalty. City shall only be responsible to pay the Consultant for any service actually rendered up to the date of termination. Consultant shall not be entitled to any other amounts or damages, including but not limited to anticipated profits or consequential damages, special damages or any other type of damages upon termination by the City pursuant to this Article.
- 14.2 It is understood by the City and Consultant that any payment to Consultant shall be made only if Consultant is not in default under the terms of this Agreement.
- 14.3. Upon receipt of a Termination Notice and except as otherwise directed by the City, Consultant shall:
- 14.3.1 Stop work on the date and to the extent specified.
  - 14.3.2 Terminate and settle all orders relating to the terminated work.
  - 14.3.3 Transfer all work in progress, completed work, and other materials related to the terminated work to the City.

## **ARTICLE 15**

### **DEFAULT**

- 15.1 An event of default shall mean a breach of this Agreement by the Consultant. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

Consultant has not performed services on a timely basis;

Consultant has refused or failed to supply enough properly skilled Personnel;

Consultant has failed to make prompt payment to subcontractors or suppliers for any services after receiving payment from the City for such services or supplies;

Consultant has failed to obtain the approval of the City where required by this Agreement;

Consultant has failed in any representations made in this Agreement; or

Consultant has refused or failed to provide the Services as defined in this Agreement.

Consultant has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within 90 days of such date.

15.2 In an Event of Default, the Consultant shall be liable for all damages resulting from the default, including:

- ☐ The difference between the amount that has been paid to the Consultant and the amount required to complete the Consultant's work, provided the fees by the firm replacing the Consultant are reasonable and the hourly rates do not exceed the Consultant's rates. This amount shall also include procurement and administrative costs incurred by the City.
- ☐ Consequential damages and Incidental damages.

15.3 The City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

## **ARTICLE 16**

### **INDEMNIFICATION**

16.1 Consultant shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligence, recklessness, or intentionally wrongful performance of this Agreement by the Consultant or its employees, agents, servants, partners, principals or sub-Consultants. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Consultant shall in no way limit the responsibility to indemnify, keep and save harmless the City or its officers, employees, agents and instrumentalities as herein provided. One percent (1%) of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

## **ARTICLE 17**

### **INSURANCE**

17.1 Throughout the term of this Agreement, the Consultant shall maintain in force at its own expense, insurance as follows:

17.1.1 Workers' Compensation: Workers' Compensation Insurance with statutory limits, including coverage for Employer's Liability, with limits not less than \$1,000,000.

17.1.2 General Liability: Commercial General Liability with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property damage including coverage for contractual liability, personal injury, broad form property damage, products and completed operations. This coverage is required by the Consultant and any subcontractor or anyone directly or indirectly employed by either of them. The City shall be named additional insured.

17.1.3 Automobile Liability: Comprehensive or Business Automobile Liability Insurance with not less than \$500,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for owned, hire and non-owned vehicles as applicable. The Consultant and any of its approved subcontractors shall take out and maintain this insurance coverage against claims for damages resulting from bodily injury, including wrongful death and property damage which may arise from the operations of any owned, hired or non-owned automobiles and/or equipment used in any endeavor in connection with the carrying out of this Agreement. The City shall be named as an additional insured.

17.1.4 Professional Liability: The Consultant, its officers, employees and agents will provide the City a Certificate of Insurance evidencing professional liability insurance with limits of not less than \$1,000,000 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement and any deductible is not to exceed \$25,000 for each claim. Consultant represents it is financially responsible for the deductible amount.

The Consultant shall maintain professional liability insurance during the term of this Agreement and for a period of four (4) years from the date of completion of each Project. In the event that Consultant goes out of business during the term of this Agreement or the four (4) year period described above, Consultant shall

purchase Extended Reporting Coverage for claims arising out of Consultant's negligent acts errors and omissions during the term of the Professional Liability Policy.

- 17.1.5 Subcontractors Insurance: Each subcontractor shall furnish to the Consultant two copies of the Certificate of Insurance and Consultant shall furnish one copy of the Certificate to the City, and shall name the City as an additional insured.
- 17.2 All insurance policies required of the Consultant shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida. The City may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Consultant and the insurance carrier.
- 17.3 The required insurance shall be proved under occurrence based policies, which Consultant shall maintain continuously throughout the term of this Agreement
- 17.4 Any deductibles or self-insured retentions must be declared to and approved by the City Manager or designee prior to the start of work under this Agreement. The City reserves the right to request additional documentation, financial or other such documentation as well as such additional insurance as the City Manager deems appropriate, prior to giving approval of the deductible or self-insured retention and prior to executing the Agreement. The City manager or designee, prior to the change taking effect, must approve any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy.

## **ARTICLE 18**

### **ATTORNEYS FEES**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

## **ARTICLE 19**

### **CODES, ORDINANCES, AND LAW**

The Consultant shall abide and be governed by all applicable local, state and federal codes, ordinances, and laws, rules, regulations and directives regarding the Consultant's Services.



## **ARTICLE 20**

### **ENTIRETY OF AGREEMENT**

This Agreement and its attachments constitute the sole and only Agreement of the parties and sets forth the rights, duties, and obligations of each party. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

## **ARTICLE 21**

### **NON-EXCLUSIVE AGREEMENT**

The professional services to be provided by the Consultant pursuant to this Agreement shall be nonexclusive, and nothing shall preclude the City from engaging other firms to perform similar professional services.

## **ARTICLE 22**

### **GOVERNING LAW; VENUE**

This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue shall be in Miami-Dade County, Florida.

## **ARTICLE 23**

### **INDEPENDENT CONTRACTOR**

Consultant and its employees and agents shall be deemed to be independent contractors, and not City agents or employees. The Consultant, its employees or agents shall not attain any rights or benefits under the City's retirement plan nor any rights generally afforded the City's classified or unclassified employees. The Consultant shall not be deemed entitled to the Florida Workers' Compensation benefits as a City employee.

## **ARTICLE 24**

### **NONDISCRIMINATION**

Consultant agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

## **ARTICLE 25**

### **AMENDMENTS**

No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

## **ARTICLE 26**

### **CONDUCT/CONFLICT OF INTEREST**

Consultant covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, direct or indirect, with contractors or vendors providing professional services on projects assigned to the Consultant, except as fully disclosed and approved by the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

## **ARTICLE 27**

### **OTHER PROVISIONS**

- 27.1 Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- 27.2 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same of any other provision, and no waiver shall be effective unless made in writing.
- 27.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida by a court of competent jurisdiction, such provision, paragraph, sentence, word or phrase shall be deemed modified in order to conform with Florida law. If not modifiable to conform with such law, then it shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force an effect.
- 27.4 This Agreement is binding upon the parties hereto their heirs, successors and assigns.
- 27.5 This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business advisory's review the adequacy of the same.

27.6 This Agreement may not be assigned by the Consultant without the express written consent of the City, which consent may be withheld.

IN WITNESS WHEREOF, this Agreement is effective as of the date first written above.

Consultant: KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF MIAMI GARDENS

By: Gary R. Rathy  
Name: GARY R RATHY  
Title: SENIOR ASSOCIATE

By: [Signature]  
City Manager

WITNESS:

[Signature]  
Corporate Secretary

ATTEST:

[Signature]  
City Clerk

APPROVED AS TO FORM:

[Signature]  
City Attorney

## **EXHIBIT "A"**

### **CONSULTANT COMPENSATION RATES**

1. Fee Estimate for projects with a total construction cost up to \$1,000,000.00 for project profiles as stated in the scope of projects:

Civil Engineering – Roads, Parking Lots, Utilities - 15% Lump Sum of the Construction Cost

New Construction /Buildings – 15% Lump Sum of the Construction Cost

Renovations/Buildings – 15% Lump Sum of the Construction Cost

Fee Estimate of projects with a total construction cost in excess of \$1.2 million up to \$10 million for project profiles as stated in the scope of projects:

New Construction/Buildings – 15% of Lump Sum of the Construction Cost

2. Hourly Rate Schedule for personnel including overhead and profit.\*

Principals	\$210.00
Project Manager	\$190.00
Consultant/Engineer	\$150.00
CADD Operator	\$ 90.00
Junior Consultant/Engineer	\$115.00
Drafting	\$ 75.00
Clerical	\$ 60.00

Subconsultant @ cost +5% overhead & 5% profit

Please add personnel not included above

\*Note: Beginning on July 1, 2010, Consultant's hourly rates may be increased by three (3%) per year on July 1<sup>st</sup> of each year.

No reimbursement for normal office procedures including but not limited to facsimiles, photo copies, regular postage, local mileage, blueprints and digital copies.



# Village of Biscayne Park

640 NE 114<sup>th</sup> Street  
Biscayne Park, FL 33161

Tel: 305 899 8000  
Fax: 305 891 7241

## Mayor and Commission

Roxanna Ross  
Mayor

Steve Bernard  
Vice Mayor

Robert "Bob" Anderson  
Commissioner

Albert Childress  
Commissioner

Bryan Cooper  
Commissioner

Ana Garcia  
Village Manager

John J. Hearn  
Village Attorney

Maria Camara  
Village Clerk

January 25, 2011

To: Mayor Roxana Ross  
Vice Mayor Steve Bernard  
Commission Bob Anderson  
Commissioner Al Childress  
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

**Re: Resolution 2011- 1009: Establishing the cost for additional/unscheduled trash removal.**

### **Background Analysis:**

Section 6.3.7(c) of the Village of Biscayne Park Land Development Code provides that the cost for additional/unscheduled trash removal shall be determined annually by resolution of the Village commission. Last time the Village adhered to this was on May 8, 2007, Resolution 2007-08.

The current charges for additional/unscheduled trash removal is as follows:

- Trash pile in excess of the two (2) cubic yards permitted on your scheduled day: \$20 per cubic yard that is in excess.

*Example: Resident puts out a trash pile on Wednesday which is their scheduled day and the pile is four (4) cubic yards. Resident will be invoiced for \$40.00 (2 cubic yards x \$20.00).*

- Trash pile placed after Public Works has already serviced the residence on their scheduled day: \$20 per cubic yard. (Public Works begins their collection of trash at 7:45AM.)

*Example: Resident puts out a trash pile at 11:30AM on Wednesday which is their scheduled day and the pile is three (3) cubic yards. Resident will be invoiced for \$60.00 (3 cubic yards x \$20.00).*

- Trash pile placed on a day that is not on the scheduled day of service: \$30 per cubic yard. (Trash pile cannot be placed earlier than 24 hours before their scheduled day of service.)

*Example: Resident puts out a trash pile on Monday, but their scheduled day is Wednesday and the trash pile is two (2) cubic yards. Resident will be invoiced \$60.00 (2 cubic yards x \$30.00).*

- Placing items other than yard trash (large household items, appliances, furniture, etc.): \$25 per large item.

*Example: Resident places a refrigerator and sofa for pick-up. Resident will be charged \$50.00 (2 x \$25.00).*

**Manager Recommendation**

**Page 1 of 2**

- Trash pile exceeding 40 cubic yards will be removed by an outside contractor approved by the Village and the resident will be invoiced for the actual cost of the removal and any fees associated with the dumping.

A report is also being provided listing the Special Service Trash Pick Ups for the period of October 1, 2009 – September 30, 2010 which includes the total amounts charged, the amount paid and amount invoiced. It also provides a breakdown of the types of services that are routinely performed.

**Fiscal/Budgetary Impact:**

While the recommendation will be to maintain the current rates and charges that are listed above, administratively the Village will maintain a regular and consistent schedule of follow up for payments, up to and including the placement of liens for unpaid balances.

Additionally, we will, during the budget process, incorporate a line item titled "Professional Services" in Sanitation which will be used to do a comprehensive study to assess these fees to determine if they are appropriate to the actual costs being expended, and to provide detail on how the fees are derived.

**Manager Recommendation:**

Manager recommends approval.

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the collection is done on the scheduled day, but after Public Works has already serviced the residence, the resident shall be invoiced at a rate of \$20.00 per cubic yard.

(4) **White goods and furniture** shall be invoiced at \$25.00 for each large item.

(5) **Violation of the Village Code:** Violators shall be subject to the fines and penalties as established in Section 6.3.9 of the Village Code.

(6) **Exceptional Special Trash Removal (trash which exceeds 40 cubic yards)** shall be removed by an outside contractor approved by the Village, and residents shall be invoiced for the actual cost of the trash removal and any fees associated with the dumping of same.

**Section 3.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**The foregoing resolution upon being  
put to a vote, the vote was as follows:**

\_\_\_\_\_  
Roxanna Ross, Mayor

Attest:

Mayor Ross \_\_\_\_  
Vice Mayor Bernard: \_\_\_\_  
Commissioner Anderson \_\_\_\_  
Commission Childress: \_\_\_\_  
Commissioner Cooper: \_\_\_\_

\_\_\_\_\_  
Maria C. Camara, Village Clerk

Approved as to form:

\_\_\_\_\_  
John J. Hearn, Village Attorney



January 25, 2011

## Public Works Department Special Services Trash Pick up

For the period of October 1, 2009 through September 30, 2010

No. of Pick

Ups	Total Charged
227	\$ 18,518.78

Types of Pick-ups:

194	85%	YW	Yard Waste (wrong day, late in day, greater than maximum volume)
13	6%	WG	White Goods (Appliances)
16	7%	F	Furniture
4	2%	B	Bedding

No. Paid	Total Paid
53	\$ 3,538.78 19%

No. Voiced	Total Voiced	Total Paid and Void: 27%
33	\$ 1,550.00 8%	

No. Still Due	Total Due
141	\$ 13,430.00

<=== Data as of 11/29/2010

	Previous Action/Task	By
1	Daily drive through Village to identify infractions; take picture.	Public Works
2	Create invoice and identify property owner.	Public Works
3	Print two copies.	Public Works
4	Maintain master Excel file.	Public Works
5	Print, fold and insert in envelope and take to Village Hall for mailing.	Public Works
6	Provide second copy to Village Hall for filing.	Public Works
7	Payments received by mail or in person at Village Hall.	Village Hall
8	Pull filed copy and send to Public Works to update master file as paid.	Village Hall
9	Follow up for payment.	NONE

Current Action/Task		By
1	Daily drive through Village to identify infractions; take picture.	Public Works
2	Create invoice and send by e-mail to Administrative Clerk at Village Hall.	Public Works
3	Maintain master Excel file.	Public Works
4	Print two copies.	Administrative Clerk
5	Identify property owner, print, fold and insert in envelope and mail.	Administrative Clerk
6	File second copy.	Administrative Clerk
7	Payments received by mail or in person at Village Hall.	Village Hall
8	Pull filed copy and send to Public Works to update master file as paid.	Administrative Clerk
9	Follow up for payment at 14 days.	Administrative Clerk
10	Follow up for payment at 28 days.	Administrative Clerk
11	Follow up for payment at 60 days via certified mail.	Administrative Clerk
12	Review at 60 days for placement of lien.	Village Clerk

Total Paid and Total Void

126      \$      8,568.78      46%

No. Still Due	Total Due
99	\$ 9,950.00

<=== Data as of 1/15/2011

**The following two pages are:**

**First page: CURRENT INVOICE  
implemented by this  
administration.**

**Second page: OLD INVOICE**



# SPECIAL SERVICE INVOICE - PUBLIC WORKS DEPARTMENT



DATE OF SERVICE: \_\_\_\_\_  
ADDRESS OF PROPERTY: \_\_\_\_\_

INVOICE NUMBER : \_\_\_\_\_

**BY AUTHORITY OF THE VILLAGE OF BISCAYNE PARK'S CODE OF ORDINANCES, Chapter 6.**

- ☐ I. You placed a total of \_\_\_\_\_ cubic yards of **DOMESTIC TRASH** collection. This material was placed in the Village right-of-way, adjacent to your property, within 24 hours of the scheduled day of collection. However, the pile was \_\_\_\_\_ cubic yards in excess of the two (2) cubic yards permitted per household, or after Public Works had already serviced your residence. The rate for this service is **\$20.00** per cubic yard.

Please remit: **\$0.00**

- ☐ II. You placed a total of \_\_\_\_\_ cubic yards of **DOMESTIC TRASH** collection. This material was placed in the Village right-of-way, adjacent to your property, on your scheduled day of collection. However, the pile was placed out after Public Works had already serviced your residence. The rate for this service is **\$20.00** per cubic yard.

Please remit: **\$0.00**

- ☐ III. This material was placed in the Village right-of-way, adjacent to your property, **on a day that is not your scheduled day** of collection, and therefore must be charged \$30.00 per cubic yard. The pile was a total of \_\_\_\_\_ cubic yards.

Please remit: **\$0.00**

- ☐ IV. You placed a total of \_\_\_\_\_ **OTHER DOMESTIC TRASH ITEMS** (large household items, appliances, etc.) out for collection. These items consisted of \_\_\_\_\_. The rate for servicing this type of material is \$25.00 per large item.

Please remit: **\$0.00**

- ☐ V. You were provided a special service due to your **FAILURE TO REMEDY A CODE VIOLATION**.

This service consisted of \_\_\_\_\_ The rate for this service is calculated at cost.

Please remit: \_\_\_\_\_

Checks are to be made payable to the Village of Biscayne Park. Please remit payment along with the bottom portion of this invoice to:  
Village of Biscayne Park, 640 NE 114th Street, Biscayne Park, FL 33161

**PAYMENT IS DUE UPON RECEIPT OF THIS INVOICE.**

Village of Biscayne Park Public Works Department

**Digital photograph of the trash  
pile and residence address  
is pasted here.**

DATE OF SERVICE: 1/0/1900

INVOICE NUMBER: 0

PROPERTY ADDRESS: 0

TOTAL AMOUNT DUE: **\$0.00**

# SPECIAL SERVICE INVOICE - PUBLIC WORKS DEPT.



DATE OF SERVICE \_\_\_\_\_  
OCCUPANT/OWNER ADDRESS: \_\_\_\_\_

INVOICE NUMBER \_\_\_\_\_

***BY AUTHORITY OF THE VILLAGE OF BISCAYNE PARKS CODE OF ORDINANCES: Chapter 6.***

**I.** You placed a total of \_\_\_\_\_ cubic yards of **DOMESTIC TRASH** collection. This material was placed in the Village right-of-way, adjacent to your property, within 24 hours of the scheduled day of collection however; the pile was \_\_\_\_\_ cubic yards in excess of the two (2) cubic Yards permitted per household or after Public Works had already service your residence. The rate for this service is **\$20.00** per cubic yard.

Please remit: **\$0.00**

**II.** You placed a total of \_\_\_\_\_ cubic yards of **DOMESTIC TRASH** collection. This material was placed in the Village right-of-way, adjacent to your property, within 24 hours of the scheduled day of collection however; the pile was place out after Pub Works had already service your residence. The rate for this service is **\$20.00** per cubic yard.

Please remit: **\$0.00**

**III.** This material was placed in the Village right-of-way, adjacent to your property, on a day **that is not** your schedule day of collection

and, therefore, must be charged **\$30.00** per cubic yard. The pile was a total of \_\_\_\_\_ cubic yards.

Please remit: **\$0.00**

**IV.** You placed a total of \_\_\_\_\_ **OTHER DOMESTIC TRASH ITEMS** (large household items, Appliances, etc.) out for collection. These items consisted of \_\_\_\_\_ The rate for servicing this type of material is **\$25.00** per large item.

Please remit: **\$0.00**

**V.** You were provided a special service due to your **FAILURE TO REMEDY A CODE VIOLATION**.

This service consisted of \_\_\_\_\_ The rate for this service is calculated at cost.

Please remit:

Checks are to be made payable to the village of Biscayne Park, and sent along with the bottom portion of this invoice to:  
Village of Biscayne Park, 640 NE 114<sup>th</sup> Street, Biscayne Park, FL 33161. **PAYMENY IS DUE UPOND RECEIPT OF THIS INVOICE.**

Your Public Works Department

**Digital photograph of the trash  
pile and residence address  
is pasted here.**

DATE OF SERVICE: 1/0/1900

INVOICE NUMBER: 0

OCCUPANT/OWNER ADDRESS 0


TOTAL AMOUNT DUE: \$0.00





## BISCAYNE PARK POLICE DEPARTMENT

640 N.E. 114<sup>th</sup> Street  
Biscayne Park, Florida 33161  
(305) 899-8000

Date: January 25, 2011  
To: Ana M. Garcia, Village Manager  
From: **Chief Mitchell Glansberg**   
Re: Police Agenda Item: February 1, 2011 Commission Meeting  
Cc: Maria Camara, Village Clerk

---

Attached please find the Mutual Aid Agreement renewal and Joint Declaration between the City of North Miami Police Department and the Village of Biscayne Park Police Department. The Village Attorney, Mr. John Hearn has reviewed the agreement and has deemed it legally sufficient.

I recommend approval in that the Village of Biscayne Park and The City of North Miami not only share borders, we collectively work in partnerships together to fight crime and the fear of crime with a multiple of initiatives that are rooted in sharing information, criminal intelligence, and resources for the betterment of our communities.



**NORTH MIAMI POLICE DEPARTMENT**  
700 N.E. 124 STREET • NORTH MIAMI • FLORIDA 33161  
(305) 891-0294



December 22, 2010

Chief Mitchell Glansberg  
Village of Biscayne Park Police Department  
640 N.E. 114<sup>th</sup> Street  
Biscayne Park, Florida 33161

Dear Chief Glansberg:

Enclosed please find two signed copies of the Mutual Aid Agreement and Joint Declaration between the North Miami Police Department and the Village of Biscayne Park Police Department. We will be awaiting a completed (signed) copy of this document for our files. We will forward a copy to the Mutual Aid Program Director at FDLE.

Please be assured of our continued cooperation and assistance in all matters of mutual concern.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen E. Johnson".

Stephen E. Johnson  
Chief of Police

SEJ:k



**MUTUAL AID AGREEMENT  
BETWEEN THE CITY OF NORTH MIAMI POLICE DEPARTMENT  
AND THE VILLAGE OF BISCAYNE PARK POLICE DEPARTMENT**

**WHEREAS**, it is the responsibility of the governments of the **City of North Miami**, Florida, and the **Village of Biscayne Park**, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

**WHEREAS**, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

**WHEREAS**, in order to ensure that the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Miami-Dade County municipalities; and

**WHEREAS**, the participating municipalities the **City of North Miami** and the **Village of Biscayne Park**, have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

**NOW THEREFORE, BE IT KNOWN**, that the **City of North Miami** and the **Village of Biscayne Park**, subdivisions of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short title:** Mutual Aid Agreement
2. **Description:** Since the Mutual Aid Agreement ("Agreement") provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23, Florida Statutes.
3. **Definitions:**
  - A. **Joint Declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall become part of this Agreement. The declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

- B. Agency or participating law enforcement agency: The City of North Miami Police Department and the Village of Biscayne Park Police Department.
- C. Department Head: The Chief of the City of North Miami Police Department, or the Chief's designees, and the Chief of the Village of Biscayne Park Police Department, or the Chief's designees.
- D. Participating municipal police department: The police department of any municipality in Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. Certified law enforcement employees: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

**4. Operations:**

- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration which shall become part of this Agreement, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and available resources, and will respond in a manner deemed appropriate.
- B. Each party to this Agreement agrees to furnish necessary personnel, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own personnel, equipment, facilities, and other resources and services in rendering such assistance.
- C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

**5. Powers, Privileges, Immunities, and Costs:**


- A. All employees of the participating municipal police department and all certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that the employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political

subdivision in which they are regularly employed.

- B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage and shall pay any and all expenses incurred in the maintenance and operation of these resources.
  - C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of the employees while they are rendering aid. Compensation shall include any amounts for compensation due to personal injury or death while such employees are engaged in rendering aid. Compensation shall also include all benefits normally due the employees.
  - D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.
6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of the providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.
7. **Forfeitures:** It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **December 31, 2016** and under no circumstances may this Agreement be renewed, amended or extended except in writing.

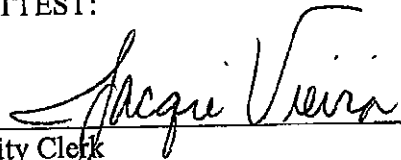
10. **Cancellation:** This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties.

AGREED AND ACKNOWLEDGED this 28 day of December, 2010.

  
\_\_\_\_\_  
City Manager  
City of North Miami, Florida

\_\_\_\_\_  
Village Manager  
Village of Biscayne Park, Florida


ATTEST:

*Acting*   
\_\_\_\_\_  
City Clerk  
City of North Miami, Florida

ATTEST:

\_\_\_\_\_  
Village Clerk  
Village of Biscayne Park, Florida

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
City Attorney  
City of North Miami, Florida

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Village Attorney  
Village of Biscayne Park, Florida

**JOINT DECLARATION  
OF THE CHIEF OF THE CITY OF NORTH MIAMI POLICE DEPARTMENT AND  
THE CHIEF OF THE VILLAGE OF BISCAYNE PARK POLICE DEPARTMENT  
PURSUANT TO MUTUAL AID AGREEMENT**

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement ("Agreement") when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency, or
- spontaneous response where assistance or aid is apparent (see #9 below).

In compliance with, and under the authority of, the Mutual Aid Agreement, entered into by the **Village of Biscayne Park**, Florida, and the **City of North Miami**, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. This list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations;
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes;
3. Any natural disaster;
4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures;
5. Terrorist activities including, but not limited to, acts of sabotage;
6. Escapes from or disturbances within detention facilities;
7. Hostage and barricaded subject situations, and aircraft piracy;
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls;
9. Enemy attack;

10. Transportation of evidence requiring security;
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions;
12. Security and escort duties for dignitaries;
13. Emergency situations in which one agency cannot perform its functional objective;
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information;
15. Joint training in areas of mutual need;
16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call;
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within the respective municipal boundaries;
18. The agencies will be permitted to patrol jurisdictional waters of either jurisdiction, and to take enforcement actions as deemed appropriate under city, state, and federal laws, rules and regulations, and to write boating law violation citations, make arrests, and to attend court on behalf of the other agency;
19. The agencies agree that any and all incidents, which require an initial (preliminary) police offense incident report (OIR), will be completed by the agency making the initial contact. Any follow-up investigations that are required are to be completed by the jurisdiction in which the incident occurred regardless of which agency completed the original offense incident report;
20. If an arrest is made by one agency that is operating in the jurisdictional waters of the other agency, and that arrest results in asset forfeiture proceedings, the property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. The jurisdiction of civil forfeiture action shall be filed by the seizing agency;
21. Both agencies have the right to set their own days and hours for marine patrol and agree to provide assistance and aid to the other agency under the spirit of this Mutual Aid Agreement.

This Addendum shall become effective upon the signing of both Cities and shall remain in effect until either the current Mutual Aid Agreement and Joint Declaration expires or either agency gives written notice to the other agency to rescind this Addendum.

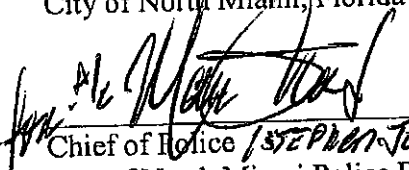
I accept the terms and conditions of the aforementioned Addendum to the current Mutual Aid Agreement and Joint Declaration between the Village of Biscayne Park Police Department and the City of North Miami Police Department.

Date 12/28/2010

Date \_\_\_\_\_

  
\_\_\_\_\_  
City Manager  
City of North Miami, Florida

\_\_\_\_\_  
Village Manager  
Village of Biscayne Park, Florida

  
\_\_\_\_\_  
Chief of Police *STEPHEN JOHNSON*  
City of North Miami Police Department

\_\_\_\_\_  
Chief of Police  
Village of Biscayne Park Police Department



## BISCAYNE PARK POLICE DEPARTMENT

**640 N.E. 114<sup>th</sup> Street  
Biscayne Park, Florida 33161  
(305) 899-8000**

Date: January 25, 2011  
To: Ana M. Garcia, Village Manager  
From: **Chief Mitchell Glansberg**  
Re: Police Agenda Item: February 1, 2011 Commission Meeting  
Cc: Maria Camara, Village Clerk

---

Attached please find the Mutual Aid Agreement renewal and Joint Declaration between the Village of Bal Harbour and the Village of Biscayne Park Police Department. The Village Attorney, Mr. John Hearn has reviewed the agreement and has deemed it legally sufficient.

I recommend approval in that the Village of Biscayne Park and The Village of Bal Harbour are in close proximity to each other and collectively work together to fight crime and the fear of crime with a multiple of initiatives that are rooted in sharing information, criminal intelligence, and resources for the betterment of our communities.





## BAL HARBOUR POLICE DEPARTMENT

An Accredited Law Enforcement Agency

Jan. 20, 2011

Chief Mitch Glansberg  
Biscayne Park Police Department  
640 NE 114th Street  
Biscayne Park, FL 33161

Chief Glansberg,

Enclosed are 3 original Mutual Aid Agreements executed by the Bal Harbour Police Department between the Village of Bal Harbour and the Village of Biscayne Park.

Please sign and return 2 originals to this agency. We will file the fully executed agreement with FDLE.

We are pleased to continue our current working relationship and thanks for your cooperation.

Sincerely,

Capt. Michael Daddario

## MUTUAL AID AGREEMENT

### WITNESSETH

**WHEREAS**, it is the responsibility of the governments of the Village of Biscayne Park, Florida and the Bal Harbour Village, Florida, (collectively the "Parties") to ensure the public safety of their citizens by providing adequate levels of police service to address any foreseeable routine or emergency situation; and

**WHEREAS**, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the Biscayne Park Police Department and the Bal Harbour Police Department (collectively the "Agencies"); and

**WHEREAS**, the Parties are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Intensive situations including but not limited to emergencies as defined under Section 252.34 (3) Florida Statutes and;
- (2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

**WHEREAS**, the Parties have the authority under Part I of Chapter 23, Florida Statutes, the Florida Mutual Aid Act, to enter into:

- (1) A requested operational assistance agreement for the requesting and rendering of assistance in law enforcement intensive situations and emergencies, and
- (2) A voluntary cooperation agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines.

**NOW, THEREFORE, BE IT KNOWN** that the Village of Biscayne Park, a political subdivision of the State of Florida and Bal Harbour Village, a political subdivision of the State of Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

### SECTION I: DESCRIPTION

This Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations and combines elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida

Statutes.

## **SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION**

The Chief of Police for the Village of Biscayne Park and the Chief of Police for Bal Harbour Village (collectively "Agency Heads") may execute a joint declaration, enumerating the specific conditions under which aid may be requested or rendered pursuant to this Agreement (the "Joint Declaration"). Subsequent to execution, a Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. The Joint Declaration may be amended at any time upon the mutual assent of the Agency Heads.

## **SECTION III: POLICY AND PROCEDURE**

A. In the event that a party to this Agreement is in need of assistance as set forth above, an authorized representative of the Agency requiring assistance shall notify the Agency, Agency Head or his/her designee from whom such assistance is required. The Agency Head or authorized agency representative whose assistance is sought shall evaluate the situation and the Agency's available resources, consult with his/her supervisors if necessary and will respond in a manner he/she deems appropriate. The Agency Head's decision in this regard shall be final.

B. The resources or facilities that are assigned by the assisting Agency shall be under the immediate command of a supervising officer designated by the assisting Agency Head. Such supervising officer shall be under the direct supervision and command of the Agency Head or his designee of the Agency requesting assistance.

C. Should a violation of Florida Statutes occur in the presence of said officers representing their respective Agencies in furtherance of this Agreement, they shall be empowered to render enforcement assistance and act in accordance with law.

## **SECTION IV: POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

A. Members of the Agencies when actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of Biscayne Park or Bal Harbour under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, Florida Statutes, have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

B. Each Party agrees to furnish necessary equipment, resources and facilities and to render services to each other Party to the Agreement as set forth above; provided however, that no Party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing such mutual aid.

C. The Agency furnishing any equipment pursuant to this Agreement shall bear the loss or damages to such equipment and shall pay any expense incurred in the operation and maintenance thereof.

D. The Agency furnishing aid pursuant to this section shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. **HOWEVER**, if the requesting Agency receives compensation from the Federal Emergency Management Agency (FEMA), the requesting Agency may compensate the assisting Agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering such aid as pertains to this Agreement.

E. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective public agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

F. Nothing herein shall prevent the requesting Agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting Agency for any actual costs or expenses incurred by the assisting agency performing hereunder when assistance is requested under this Agreement.

## **SECTION V: FORFEITURE**

It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. Seized property shall be forfeited and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

## **SECTION VI: INDEMNIFICATION**

Each Party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own employees occurring while engaging in rendering such aid pursuant to this agreement, to hold harmless, defend and indemnify the other participating party and its appointees or employees, subject to provisions of Section 768.28, Florida Statutes, where applicable, and provided such party shall have control of the defense of any suit or claim to which said duty to indemnify applies.

## SECTION VII: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter-named officials and shall continue in full force and effect until January 01, 2015, unless terminated prior thereto by any or all of the Parties herein.

## SECTION VIII: CANCELLATION

This agreement may be canceled by any party upon delivery of written notice to the other Party or Parties. Cancellation will be at the direction of any subscribing Party.

**IN WITNESS WHEREOF**, the Parties hereto cause these presents to be signed on the date specified.

\_\_\_\_\_  
Ana Garcia  
Village Manager  
Village of Biscayne Park

Date: \_\_\_\_\_

\_\_\_\_\_  
Mitch Glansberg  
Chief of Police  
Biscayne Park, Florida

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Maria Camara  
Village Clerk  
Biscayne Park, Florida

Date: \_\_\_\_\_

\_\_\_\_\_  
Alfred Treppeda  
Village Manager  
Bal Harbour Village

Date: 1-18-2011

\_\_\_\_\_  
Thomas Hunker.  
Chief of Police  
Bal Harbour, Florida

Date: 1-18-2011

ATTEST:

\_\_\_\_\_  
Ellisa Horvath, MMC  
Village Clerk  
Bal Harbour, Florida

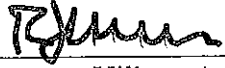
Date: 1-18-2011

Approved as to form  
and legal sufficiency:

\_\_\_\_\_  
Village Attorney  
Biscayne Park, Florida

Date: \_\_\_\_\_

Approved as to form  
and legal sufficiency:

  
\_\_\_\_\_  
Village Attorney  
Bal Harbour, Florida

Date: 1-10-2011

**JOINT DECLARATION BETWEEN  
THE VILLAGE OF BISCAYNE PARK AND BAL HARBOUR VILLAGE PURSUANT  
TO A  
MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the Village of Biscayne Park, Florida and Bal Harbour Village, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.

7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police or designee.
2. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating



temporary detention facilities will be handled per established procedures.

**AGREED TO AND ACKNOWLEDGED this**      **day of January, 2011**

\_\_\_\_\_  
Mitch Glansberg  
Chief of Police  
Biscayne Park, Florida

Date: \_\_\_\_\_

ATTEST:

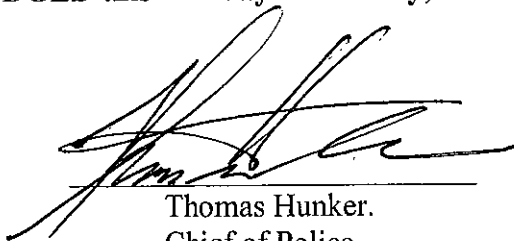
\_\_\_\_\_  
Maria Camara  
Village Clerk  
Biscayne Park, Florida

Date: \_\_\_\_\_

Approved as to form  
and legal sufficiency:

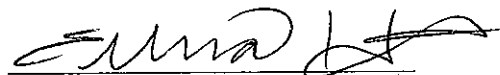
\_\_\_\_\_  
Village Attorney  
Biscayne Park, Florida

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Thomas Hunker.  
Chief of Police  
Bal Harbour, Florida


Date: 1-18-2011

ATTEST:

  
\_\_\_\_\_  
Ellisa Horvath, MMC  
Village Clerk  
Bal Harbour, Florida

Date: 1-18-2011

Approved as to form  
and legal sufficiency:

  
\_\_\_\_\_  
Village Attorney  
Bal Harbour, Florida

Date: 1-18-2011



# Village of Biscayne Park

640 NE 114<sup>th</sup> Street  
Biscayne Park, FL 33161

Tel: 305 899 8000  
Fax: 305 891 7241

## Mayor and Commission

Roxanna Ross  
Mayor

Steve Bernard  
Vice Mayor

Robert "Bob" Anderson  
Commissioner

Albert Childress  
Commissioner

Bryan Cooper  
Commissioner

Ana Garcia  
Village Manager

John J. Hearn  
Village Attorney

Maria Camara  
Village Clerk

January 25, 2011

To: Mayor Roxana Ross  
Vice Mayor Steve Bernard  
Commission Bob Anderson  
Commissioner Al Childress  
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

**Re: Ordinance 2011- 01: Definitions for Fences and Corner Side Yards**

### **Background Analysis:**

In April 2008, the Village Commission created a Code Review Board and appointed members to perform a comprehensive review of the Municipal Code of the Village of Biscayne Park and to provide updates and revisions as needed.

While the Board continues to meet regularly to complete their review, a request was given to the Board to bring forward their recommended changes for definitions of fences, fencing allowances for corner side yards, and hedge height restrictions. This was due mainly to the number of requests from residents to seek variances on these specific items.

### **Fiscal/Budgetary Impact:**

None

### **Manager Recommendation:**

Manager recommends that the Commission take the Code Review Board's proposed changes and along with resident input, make their decision taking into consideration the safety and privacy of all residents of the Village, and the overall aesthetics of the Village of Biscayne Park.

**ORDINANCE NO. 2011-1**

**AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE VILLAGE OF BISCAYNE PARK LAND DEVELOPMENT CODE ENTITLED "DEFINITIONS" BY ADDING DEFINITIONS FOR FENCES AND CORNER SIDE YARDS AND AMENDING THE DEFINITION OF HEDGE; AMENDING CHAPTER 11 OF THE VILLAGE OF BISCAYNE PARK LAND DEVELOPMENT CODE ENTITLED "ACCESSORY STRUCTURES ", BY AMENDING SECTION 11.6 AND REMOVING HEIGHT RESTRICTIONS FOR HEDGES; ADDRESSING CORNER SIDE FENCES AND WALLS, HEIGHT, AND RELATED CHANGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Code Review Committee has provided suggested changes to the Village Land Development Code which address fences, walls and hedges; and

WHEREAS, the Village Commission is aware that citizens have had issues when attempting to locate corner side fences and certain fence materials on their property; and

WHEREAS, the Village Commission deems it to be in the best interests of the citizens of Biscayne Park to amend the Village's Land Development Code to add certain definitions and to address fences, walls, and hedges; now, therefore

BE IT ORDAINED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Chapter 2 of the Village of Biscayne Park Land Development Code is hereby amended to read as follows:

\* \* \*

~~2.2.26 F.S.: The abbreviation "F.S." shall mean the latest edition or supplement of the Florida Statutes.~~

2.2.26 Fence: An artificially constructed barrier, including gates, erected to enclose, screen or separate an area.

\* \* \*

~~2.2.31 Hedge: A dense row of shrubs or low trees in excess of eight (8) feet in length which constitutes a barrier.~~ A continuous planting of shrubs constituting a visual screen serving a function similar to a fence or wall.

\* \* \*

2.2.70 Yard: An open space on the same lot with a building, said space being unoccupied and unobstructed from the ground upward, except as otherwise permitted herein. A front, rear or side yard shall be defined as that open space adjoining a front, rear, or side lot line respectively.

~~2.2.71 Year: The word "year" shall mean a calendar year, unless otherwise specified.~~

2.2.71 Yard, corner side: The open space between the closest point of the principal building and the side line of the lot which abuts a street.

### Section 3. Chapter 11 of the Village of Biscayne Park Land Development

Code is hereby amended to read as follows:

\* \* \*

## **11.6 Fences, walls and hedges.**

### **11.6.1 Location.**

(a) Except as otherwise provided in Section 11.6 below, All fences, walls and hedges may be located within any yard including upon the property line thereof. No such wall, fence or hedge shall extend beyond an official right-of-way line.

(b) When a fence, wall or hedge is placed on a property line, whether it be on an alley or a ~~front~~ corner side property line, at least forty (40) square feet, a minimum of four (4) feet deep, of open space must be left for the storage of trash.

(c) All fences and walls require a permit and approval by the Planning Board.

### **11.6.2 Height.**

(a) ~~The height of any hedge shall not exceed four (4) feet when located between the building and any paved street.~~ When located between the building and other property

lines, fences and walls shall not exceed six (6) feet in height. ~~, and hedges shall not exceed eight (8) feet in height.~~

(b) Fences and walls shall be permitted on corner side yards and shall be permitted to extend towards the corner side yard property line as long as they do not exceed a height of 4 feet.

~~(b)~~ (c) The inside through lots as well as the corner lots on Northeast 11 Place from Northeast 119 Street to Northeast 121 Street shall be allowed the six-foot height from the building to and parallel to the along their rear property line.

(d) Properties abutting the FEC corridor shall be permitted to erect a fence or wall up to ten (10) feet in height only on the side abutting the FEC corridor.

~~(e) The existing hedges on Lot 30, Block 23 of Biscayne Park Estates amended shall not be affected by the height requirement only for so long as the garbage and trash trucks are parked there. When the trucks are no longer allowed there, the hedges shall conform to all the provisions of this chapter.~~

**~~11.6.3 Construction.~~** ~~Fences and walls may be constructed of aluminum, wood, concrete, chain link, ornamental metal, vinyl, composite material or wire, and shall be constructed so as to be non climbable. Material to be approved by the Planning Board.~~

~~—— (a) Wood fences shall be constructed according to the South Florida Building Code.~~

~~—— (b) Walls may be constructed of the following materials and must conform to the construction requirement of the South Florida Building Code.~~

~~—— (i) Coral rock.~~

~~—— (ii) Concrete block stuccoed on both sides with a concrete cap and combined with one (1) or more of the other construction materials listed in this subsection or ornamental wrought iron, ornamental aluminum, cast iron or cast aluminum or other stucco treatments designed to impact additional architectural interest.~~

~~—— (iii) Slump brick.~~

~~—— (iv) Used red bricks, limed red bricked or cement bricks appropriately painted.~~

~~—— (c) Wire fences shall be of chain link or diamond weave of heavy galvanized material or material of equal strength and shall have top rails. All posts shall be set in concrete so as to be secure and safe.~~

~~—— (d) All parts of the fence, including uprights, posts and vertical and horizontal and structural supports shall be on applicant's side of the fence or wall. No part of the fence or wall shall protrude into the adjacent property or public right of way.~~

~~—— (e) Plans for fences shall be submitted with each application for building permit and must be so designed to be suitable and compatible with surrounding areas.~~



### **11.6.3 Construction.**

(a) Fences and walls shall be constructed in conformity with the Florida Building Code.

(b) Plans for fences and walls must be submitted with each application for a building permit. All permits shall be reviewed by the Planning Board for suitability and compatibility with surrounding areas, for materials, and for consistency with this Chapter.

(c) Fences may be constructed of any of the following materials: aluminum, wood, concrete, chain link, ornamental metal, vinyl, composite fencing material or wire. Wire fences shall be of chain-link or diamond weave of heavy galvanized material or material of equal strength and have top rails. All posts shall be set in concrete so as to be secure and safe.

(d) Walls may be constructed of any of the following materials: coral rock, concrete block, slump brick, used red bricks, limed red bricks, or cement bricks appropriately painted. Concrete block must be stuccoed on both sides and combined with one or more of the other construction materials listed in this subsection or ornamental wrought iron, ornamental aluminum, cast iron or cast aluminum or other stucco treatments designed to impact additional architectural interest.

(e) All parts of the fence or wall, including uprights, posts and vertical and horizontal and structural supports shall be on applicant's side of the fence or wall. No part of the fence or wall shall protrude into the adjacent property or public right-of-way.

### **11.6.4 ~~Chain-link, wooden~~ Fences, and walls prohibited in certain areas.**

(a) ~~Chain link, wooden~~ Fences, and walls shall not be permitted when they extend farther toward the front street property line than the front corner of the building closest to the side property line. ~~No fence in front as per standing code.~~

(b) Corner side yard fences shall not be permitted to extend into the front yard as defined above. Chain link is not permitted on corner side yards.

(c) ~~All fences that are existing at the time of adoption of Ordinance 244 (5, 1988) shall be allowed to remain until such time that they deteriorate.~~

**11.6.5 Electric or barbed wire prohibited.** No fence shall be constructed with barbed wire and no fence charged with electricity shall be erected.

**11.6.6 Non-conforming fences and walls.** Any fence or wall which has been properly permitted and approved by the Village prior to the passage of Ordinance 2011-1 and which does not comply with the requirements of Section 11.6, shall be considered a legal, non-conforming structure. Such non-conforming structure may be continued until such fence or wall is damaged or in disrepair to the extent of more than fifty percent (50%). At that time, such fence or wall must be removed in its entirety. In addition, such

fences or walls may not be enlarged, extended, reconstructed, or structurally altered, unless such change would place the fence or wall into compliance with Section 11.6.

Section 3.     Severability. Should any section, provision, paragraph, sentence, clause or word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

Section 4.     Codification. It is the intention of the Village Commission of the Village of Biscayne Park, that the provisions of this Ordinance shall become and made a part of the Code of Ordinances of the Village of Biscayne Park, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or other word or phrase in order to accomplish such intention.

Section 5.     Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 6.     Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

The foregoing Ordinance was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

**The foregoing ordinance upon  
being put to a vote, the vote was as  
follows:**

\_\_\_\_\_  
Roxanna Ross, Mayor

Mayor Ross \_\_\_\_\_  
Vice Mayor Cooper \_\_\_\_\_

Attest:

Commissioner Anderson \_\_\_\_\_  
Commissioner Bernard \_\_\_\_\_  
Commission Childress \_\_\_\_\_

\_\_\_\_\_  
Maria Camara, Village Clerk

Approved as to form:

\_\_\_\_\_  
John J. Hearn, Village Attorney





# Village of Biscayne Park

640 NE 114<sup>th</sup> Street  
Biscayne Park, FL 33161

Tel: 305 899 8000  
Fax: 305 891 7241

## Mayor and Commission

Roxanna Ross  
Mayor

Steve Bernard  
Vice Mayor

Robert "Bob" Anderson  
Commissioner

Albert Childress  
Commissioner

Bryan Cooper  
Commissioner

Ana Garcia  
Village Manager

John J. Hearn  
Village Attorney

Maria Camara  
Village Clerk

January 25, 2011

To: Mayor Roxana Ross  
Vice Mayor Steve Bernard  
Commission Bob Anderson  
Commissioner Al Childress  
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

**Re: Ordinance 2010-14 Authorizing amendments within departmental budgets.**

### **Background Analysis:**

Section 166.241(3)(b), Florida Statutes, provides that the governing body of a municipality may establish procedures by which the designated budget officer may authorize certain budget amendments within a department provided that the total of the appropriations of the department is not changed. Authorizing the Village Manager to make certain inter-departmental budget amendments will provide government efficiency and avoid disruption in Village management and service to the community.

### **Fiscal/Budgetary Impact:**

Planning a departmental budget cannot be an exact science. Yet the management of the bottom line can be accomplished successfully with the flexibility to reduce one line item and add to another if there is a need. Much is taken into consideration when putting a budget together and the availability of funds is a key factor. What drives a balanced budget is a conservative approach to what can be controlled such as office supplies (to a point), versus what cannot be controlled and is a necessary expenditure, such as unscheduled vehicle repairs and the maintenance of buildings and Village properties.

Another example is the electrical budget for the Recreation Department which is budgeted at \$6,000. We have just completed the installation of energy efficient lighting and we anticipate possible savings. Yet the price of gasoline has gone up significantly and is expected to continue to rise, so we expect that line item will need to be adjusted.

I contacted the President of the Miami-Dade Manager's Association, as well as half a dozen municipalities of various sizes such as Miami Shores, North Miami, Key Biscayne, Golden Beach and Palmetto Bay to name a few. All of the City Managers of these municipalities communicated to me their authority to adjust line items accordingly. At last month's Commission meeting, the Town of Miami Lakes was used as an example where the Manager has limited flexibility in the management of the departmental budgets. We looked into the Town of Miami Lakes and discovered their unique situation. Unlike the Village of Biscayne Park, the Town of Miami Lakes contracts out a large portion of their municipal services such as Police and Public Works. Due to this town's unique set up of services, they have chosen to implement the limited budget transfers.

As your Manager and former department director for the past 13 years, I have managed multi million dollar budgets both operating and capital budgets. We have been extremely responsible and

**Manager Recommendation**

**Page 1 of 2**

conservative. We have worked with our departments to be resourceful, to think outside the box, and to negotiate what we purchase and how we spend Village Funds. Additionally, we will continue to seek sponsorships, donations and in-kind services to continue enhancements in spite of a limited budget.

**Manager Recommendation:**

We fully support and understand the necessity to receive commission approval to transfer funds from one department to another. With that said, we ask for your support and confidence to be able to manage efficiently and allow the Manager to work with the department directors and our Finance Director in approving necessary budget transfers within a department.

Manager recommends approval at second reading to make the necessary line item adjustments within a department. With the newly implemented monthly Financial reports that we have been providing, we will continue to provide the transparency we seek to offer.

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WHEREAS, in accordance with the laws of the State of Florida, any amendments to the adopted fiscal year budget must be approved by the governing body of the municipality; and

WHEREAS, authorizing the Village Manager to make certain intradepartmental budget amendments will promote government efficiency and avoid disruption in Village management and service to the community; and

Ordinance No. 2010-14  
Page 1 of 6

1 amendments within department budgets without Village Commission approval, provided that the  
2 total of the appropriations of the department is not changed; and

3 WHEREAS, in order to provide for such authority the Village's Purchasing and  
4 Procurement Ordinance must be amended;

5 WHEREAS, the Village Commission also finds it in the best interest of the Village to  
6 amend the Purchasing and Procurement Ordinance to replace references to the Director of  
7 Finance with Village Manager or designee consistent with the Village charter; now, therefore

8 BE IT ORDAINED BY THE VILLAGE COMMISSION OF THE VILLAGE OF  
9 BISCAYNE PARK, FLORIDA, AS FOLLOWS:

10 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as  
11 being true and correct and are hereby made a specific part of this Ordinance upon adoption  
12 hereof.

13 **Section 2.** Chapter 2, Article VI entitled "Finance" of the Code of Ordinances of the  
14 Village of Biscayne Park is hereby amended to create Section 2.76 entitled "Definitions" and  
15 Section 2.77 "Authority to Make Intradepartmental Budget Amendments by Village Manager" as  
16 follows:

17 **Sec. 2-76. Definitions**

18 For purposes of this Article, "Operational Expenses" shall mean appropriations for  
19 materials, supplies and services related to Village operations, other than salaries, benefits, capital  
20 outlay or contingency.  
21

22  
23 **Sec. 2-77. Authority to Make Intradepartmental Budget Amendments by**  
24 **Village Manager.**  
25

26 During the fiscal year it may become necessary to adjust budgets of various line items  
27 within a Department. The following procedure will govern this amendment process:  
28

- 29 1. The Village Manager or his/her designee shall have the authority to make  
30 intradepartmental budget amendments that reallocate appropriations amongst a

department's line item appropriations for Operational Expenses provided that the total appropriations for Operational Expenses is not changed.

2. All other budget amendments involving salaries, benefits, capital outlay or contingency must be approved by the Village Commission.
3. The Village Manager shall present a monthly written report on the status of the Village's budget to the Commission. At a minimum, this report will generally include, but not be limited to, revenues by category and expenditures by department for each Village Fund.

Chapter 2, Article VIII of the Code of Ordinances of the Village of Biscayne Park is hereby amended as follows:

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**Sec. 2-134. Establishment of purchasing agent.**

The Village Manager or his/her designee shall be the chief purchasing agent of the village. Subject to the terms of this article and except as otherwise provided for in section 2-136, the purchasing agent shall contract for, procure or so process the procurement, purchase, storage and distribution of all supplies, materials, equipment and certain contractual services required by any office, department or agency of the village. The purchasing agent shall establish and enforce specifications, inspect or supervise the inspection of all deliveries and have full and complete charge of, and be responsible for, all supplies, materials, and equipment purchased for or belonging to the village.

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**Sec. 2-136. Purchasing limitations; competitive bidding.**

(a) *Purchases less than two thousand five hundred dollars (\$2,500.00).* Purchases of or contracts for materials, supplies, equipment, improvements or services for which funds are provided in the budget, where the total amount to be expended is not in excess of two thousand five hundred dollars (\$2,500.00), may be made or entered into by any department director without submittal to the village commission and without competitive bidding. Single purchases or contracts in excess of two thousand five hundred dollars (\$2,500.00) shall not be broken down to amounts less than two thousand five hundred dollars (\$2,500.00) to avoid the requirements of this subsection.

(b) *Purchases more than two thousand five hundred dollars (\$2,500.00) but less than ten thousand dollars (\$10,000.00).* Purchases of or contracts for materials, supplies, equipment, improvements or services for which funds are provided in the budget, where the total amount to be expended is in excess of two thousand five hundred dollars (\$2,500.00) but which does not exceed ten thousand dollars (\$10,000.00), may be made or entered into by the Village Manager or his/her designee without submittal to the village commission and without competitive bidding,

1 but shall require that Village Manager or his/her designee obtain quotes from at least three (3)  
2 different vendors. The -Village Manager or his/her designee shall award the bid to the lowest,  
3 most responsive, responsible bidder. Single purchases or contracts in excess of ten thousand  
4 dollars (\$10,000.00) shall not be broken down to amounts less than ten thousand dollars  
5 (\$10,000.00) to avoid the requirements of this subsection.  
6

7 (c) *Purchases in excess of ten thousand dollars (\$10,000.00).* The village commission shall  
8 approve all purchases of or contracts for materials, supplies, equipment, public improvements or  
9 services where the total amount to be expended is more than ten thousand dollars (\$10,000.00).  
10 Purchases in excess of ten thousand dollars (\$10,000.00) shall be in compliance with the  
11 competitive bidding requirements set forth in section 2-137.  
12

13 (d) *Exceeding budget appropriation.* Except as provided for in Chapter 2, Article VI, Village  
14 Manager or his/her designee may not purchase or contract for any item or service which exceeds  
15 any budget appropriation until such a time as the village commission amends the budget to  
16 increase the appropriation to the applicable level.  
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#### 20 **Sec. 2-137. Competitive bidding procedure.**

21

22 (a) Whenever competitive bidding is required by this article, the Village Manager or his/her  
23 designee shall direct that bid proposals which provide specifications for the purchase or contract  
24 be prepared.  
25

26 (b) The Village Manager or his/her designee shall solicit sealed bids from at least three (3)  
27 persons or entities engaged in the business of furnishing such materials, supplies, equipment and  
28 public improvements or rendering such services.  
29

30 (c) The Village Manager or his/her designee may publish a public invitation to bid.  
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32 (d) Bids shall be awarded to the lowest, most responsive, responsible bidder, as determined by  
33 the village commission and/or the Village Manager or his/her designee as the case may be,  
34 subject to the right of the village to reject any and all bids, to waive any irregularity in the bids or  
35 bidding procedures and subject also to the right of the village to award bids and contracts to  
36 bidders other than the low bidder.  
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#### 39 **Sec. 2-138. Bid opening procedure; awarding of bids.**

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41 (a) Sealed bids shall be opened by the Village Manager or his/her designee or their appointed  
42 representative and recorded by the Village Manager or his/her designee or their representative on  
43 the date and time specified in the bid proposal.  
44

45 (b) Whenever required by the bid proposal, all bid bonds, cash, insurance, checks or other  
46 security accompanying the bid shall be received and maintained for safekeeping by the Village

1 Manager or his/her designee. The Village Manager or his/her designee shall be responsible for  
2 the return of the bid bonds, cash, insurance, checks or other security of unsuccessful bidders.

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4 (c) Upon completion of the bid opening reading, all bids received will be deposited with the  
5 Village Manager or his/her designee for tabulation and/or recommendation to the village  
6 commission.

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8 (d) Upon submission of the bid tabulation and recommendation to the Village Manager or  
9 his/her designee or village commission, as the case may be, the Village Manager or his/her  
10 designee or the village commission shall either accept, reject or refer for additional review the  
11 bid tabulation and recommendation.

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15 **Sec. 2-139. Waiver of competitive bidding procedures.**

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17 The village commission may, by majority vote, waive the competitive bidding procedures  
18 outlined in this article upon the recommendation of the Village Manager or his/her designee that  
19 it is in the best interest to do so, to obtain goods and services which cannot be acquired through  
20 the normal purchasing process due to insufficient time, the nature of the goods or services or  
21 other factors.

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24 **Sec. 2-140. Governmental contracts.**

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26 The Village Manager or his/her designee is hereby authorized to enter into bids or contracts  
27 entered into by other governmental authorities provided that the governmental authority has  
28 followed a competitive bidding procedure leading to the award of the bid or contract in question  
29 which is substantially similar to the competitive bidding procedure outlined in this article.

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34 **Section 3. Severability.** The provisions of this Ordinance are declared to be  
35 severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be  
36 held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining  
37 sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it  
38 being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any  
39 part.

**Section 4. Repeal of Conflicting Provisions.** To the extent any provisions of the Code conflict with this Chapter, those provisions are repealed in its entirety.

**Section 5. Inclusion in the Code.** It is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Village of Biscayne Park, Florida; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

**Section 6. Effective Date.** This Ordinance shall be effective upon adoption on second reading.

The foregoing Ordinance was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

**The foregoing ordinance upon being put to a vote, the vote was as follows:**

\_\_\_\_\_  
Roxanna Ross, Mayor

Attest:

\_\_\_\_\_  
Maria C. Camara, Village Clerk

Approved as to form:

\_\_\_\_\_  
John J. Hearn, Village Attorney

Mayor Ross \_\_\_\_\_  
Vice Mayor Bernard \_\_\_\_\_  
Commissioner Anderson \_\_\_\_\_  
Commissioner Childress \_\_\_\_\_  
Commission Cooper \_\_\_\_\_





Date: 1/04/2011

To: Vice Mayor Steve Bernard  
Commissioner Bob Anderson  
Commissioner Al Childress  
Commissioner Bryan Cooper

From: Mayor Roxanna Ross

Re: Resolution 2011 - 02 - Expressing Support for  
Federal Funding in Support of the Port of Miami Deep Dredge Project

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**REQUEST:**

**RESOLUTION OF THE VILLAGE COMMISSION OF THE  
VILLAGE OF BISCAYNE PARK EXPRESSING SUPPORT  
FOR FEDERAL FUNDING IN SUPPORT OF THE PORT  
OF MIAMI DEEP DREDGE PROJECT; PROVIDING FOR  
AN EFFECTIVE DATE**

**BACKGROUND AND ANALYSIS:**

Miami Dade County and several municipalities in South Florida have already adopted resolutions in support for federal funding of the Port of Miami Deep Dredge Project to accommodate the new generation of large container vessels. Miami is one of only three ports on the East Coast that is currently authorized and ready to dredge to 50 feet, in order to accommodate the larger class vessels. The port trade supports jobs and our local economy.

It has been reported in The Miami Herald that the dredging project will expand Miami's Gateway to the Americas significantly, and without a deeper port Miami would lose 15% of future container business, hurting the state and local economy. Currently, the Port of Miami is the 11th largest container port in the nation, supporting 176,000 jobs and \$17 billion annually. Investment by the federal government will allow the Port to grow those jobs at the very moment when Florida faces a 12% unemployment rate.

It is in the best interest of our residents and our local economy to adopt this Resolution and support federal funding for the Port of Miami Deep Dredge Project initiated by the Miami Dade County Commission.

**FISCAL/BUDGETARY IMPACT:**

Minimal impact caused by the transmittal of an adopted resolution to the appropriate governing bodies.

**RECOMMENDATION:**

Upon review for sufficiency by our Village Attorney, Mayor recommends approval.

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RESOLUTION NO. 2011 - 02

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA EXPRESSING SUPPORT FOR FEDERAL FUNDING IN SUPPORT OF THE PORT OF MIAMI DEEP DREDGE PROJECT; DIRECTING THE VILLAGE CLERK TO TRANSMIT THIS RESOLUTION TO THE APPROPRIATE OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Port of Miami is the largest container port in Florida and is a vital contributor to the local, state and national economy accounting for 176,00 jobs and \$17 billion economic impact to the economy of South Florida, and

WHEREAS, in the anticipation of expanding trade and commerce, the Port of Miami has been authorized by Congress to dredge to a depth of -50 feet, and

WHEREAS, upon completion of the dredging of the Miami federal shipping channel to -50 feet an additional 33,000 jobs over ten (10) years will be created, and

WHEREAS, the Port of Miami Deep Dredge will allow cargo to double within ten (10) years, providing billions of dollars in wealth, and

WHEREAS, the Port of Miami Deep Dredge will allow South Florida to grow international trade and commerce exponentially, and

WHEREAS, the completion of the expansion of the Panama Canal in 2014 will require deepening of the Miami federal ship channel to -50 feet to accommodate the larger vessels from the Pacific; and

WHEREAS, the Port of Miami Deep Dredge is necessary to make the Port of Miami competitive with nearby foreign ports, and

WHEREAS, the dredging cost is estimated at \$150 million, with \$75 million already committed by local sources, and

WHEREAS, the Port of Miami Deep Dredge is considered a project of national significance

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:

**Section 1.** That this Commission supports the allocation of \$75 million in federal funds for the dredging of the Port of Miami to -50 ft.

**Section 2.** The Clerk of the Village of Biscayne Park is directed to transmit copies of this Resolution to the Director of the Port of Miami, the Mayor and Members of the Miami Dade County Commission, the offices of the County Manager, the President and Congressional Office of the United States.

**Section 3.** This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

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**The foregoing resolution upon being  
put to a vote, the vote was as follows:**

\_\_\_\_\_  
Roxanna Ross, Mayor

Attest:

\_\_\_\_\_  
Maria C. Camara, Village Clerk

Approved as to form:

\_\_\_\_\_  
John J. Hearn, Village Attorney

Mayor Ross: \_\_\_\_\_  
Vice Mayor Bernard: \_\_\_\_\_  
Commissioner Anderson: \_\_\_\_\_  
Commission Childress: \_\_\_\_\_  
Commissioner Cooper: \_\_\_\_\_



# Village of Biscayne Park

640 NE 114<sup>th</sup> Street  
Biscayne Park, FL 33161

Tel: 305 899 8000  
Fax: 305 891 7241

## Mayor and Commission

Roxanna Ross  
Mayor

Steve Bernard  
Vice Mayor

Robert "Bob" Anderson  
Commissioner

Albert Childress  
Commissioner

Bryan Cooper  
Commissioner

Ana Garcia  
Village Manager

John J. Hearn  
Village Attorney

Maria Camara  
Village Clerk

January 25, 2011

To: Mayor Roxana Ross  
Vice Mayor Steve Bernard  
Commission Bob Anderson  
Commissioner Al Childress  
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

**Re: Resolution 2011-06 – Agreement for Stormwater Services with Magna Construction, Inc.**

### **Background Analysis:**

In 2005 and 2006, the Village approved the execution of agreement for Phase I and II of the Stormwater Services project with TRW Contracting, Inc. Selection of TRW was the result of an RFP process. TRW successfully completed both phases. As this was a project inherited from past administration, and seeing that a deadline for the grant was about to expire, in the middle part of 2010, we were ready to bring forward an agreement with TRW to complete Phase III of the project. We ended up pulling the item from the agenda as we looked at other options including an extension of the project completion date which was granted to the Village of Biscayne Park. We then looked at our options through our procurement process, contacted several cities to look at the possibility of piggy backing, but opted for an invitation to bid process that resulted in 13 responses, with a low bidder established. The low bidder failed to comply with all documents required of the bid process and the second lowest bidder, Magna Construction, Inc., is the recommended contractor based on background and references having been verified, as well as attorney and engineer review and approval.

### **Fiscal/Budgetary Impact:**

Funding for the project is through a 50/50 match grant from the Florida Department of Environmental Protection, with the matching funds to be provided by the Citizens Independent Transit Trust (CITT).

### **Manager Recommendation:**

Manager recommends approval.



Date: October 27, 2010

**RE: DRAINAGE IMPROVEMENT PROJECT - SITE D PHASE 3**

**BID OPENING**

RFP 2010-2

Bid Due Date: Wednesday, October 27, 2010 at 10:00AM

Bid Opening: Wednesday, October 27, 2010 at 10:30AM

	Bid Pick Up Date	Firm	Bid Submit Date / Time	Bid Amount
1	10/13/2010	RG Underground Engineering	10/27/2010 9:38AM	\$94,774.00
2	10/12/2010	Magna Construction, Inc.	10/27/2010 9:18AM	\$111,983.47
3	10/18/2010	Bejar Construction	10/27/2010 9:40AM	\$119,664.00
4	10/12/2010	JVA Engineering	10/27/2010 9:30AM	\$129,860.00
5	10/14/2010	Wrangler Construction	10/27/2010 9:50AM	\$132,867.50
6	10/19/2010	Florida Engineering	10/27/2010 9:17AM	\$136,150.46
7	10/13/2010	Maggolo, Inc.	10/27/2010 9:55AM	\$142,716.50
8		RP Engineering	10/22/2010 9:30AM	\$148,522.70
9	10/6/2010	Williams Paving Company	10/27/2010 8:36AM	\$149,000.00
10	10/19/2010	McBayne's Construction	10/27/2010 9:30AM	\$180,105.06
11	10/14/2010	Miguel Lopez Jr., Inc.	10/27/2010 8:50AM	\$193,258.18
12	10/6/2010	Horizon Contractors, Inc.	10/27/2010 9:32AM	\$206,927.60
13	10/21/2010	Maytin Engineering		
14	10/5/2010	Persant Construction		
15	10/8/2010	Rock Power Paving Inc.		

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3 **RESOLUTION NO. 2011-06**  
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5 **A RESOLUTION OF THE VILLAGE COMMISSION OF**  
6 **THE VILLAGE OF BISCAYNE PARK, FLORIDA,**  
7 **AUTHORIZING THE APPROPRIATE VILLAGE**  
8 **OFFICIALS TO EXECUTE THE AGREEMENT FOR**  
9 **STORMWATER SERVICES PHASE III BETWEEN THE**  
10 **VILLAGE AND MAGNA CONSTRUCTION, INC.;**  
11 **PROVIDING FOR AN EFFECTIVE DATE**

12  
13 WHEREAS, at its meeting of July 12, 2005, the Village Commission authorized and  
14 approved the execution of the Agreement for Stormwater Services between the Village and  
15 TRW for Phase I of the project; and

16 WHEREAS, TRW successfully completed Phase I of the stormwater services project;  
17 and

18 WHEREAS, at its July 11, 2006 meeting, the Village Commission authorized and  
19 approved the execution of an Agreement between the Village and TRW for Phase II of the  
20 project; and

21 WHEREAS, TRW successfully completed Phase II of the stormwater service project;  
22 and

23 WHEREAS, the Village found it to be in the best interests of its residents to separately  
24 seek bids for Phase III of the stormwater services project; and

25 WHEREAS, on October 4, 2010, the Village sent out an Invitation to Bid for Phase III  
26 of the stormwater services project and received three (3) responses;

27 WHEREAS, Magna Construction, Inc. was found to be the lowest bidder that  
28 completed the Invitation to Bid package; and

29 WHEREAS, funding will be provided through a 50/50 matching grant from the Florida  
30 Department of Environmental Protection with the matching funds to be provided by the  
31 Citizens Independent Transit Trust (CITT) funds; and

WHEREAS, the Village Commission finds it to be in the best interests of the residents of the Village to have Magna perform Phase III of the project and authorizes the appropriate Village officials to execute the Agreement for stormwater services Phase III between the Village and Magna, attached hereto and incorporated herein as Exhibit "1"; now, therefore

**BE IT RESOLVED BY THE COMMISISON OF THE VILLAGE OF  
BISCAYNE PARK, FLORIDA, THAT:**

**Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Resolution upon adoption hereof.

**Section 2.** The appropriate Village officials are hereby authorized to execute the Agreement for Stormwater Services Phase III between the Village and Magna Construction, Inc., attached hereto and incorporated herein as Exhibit "1."

**Section 3.** This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this                      day of \_\_\_\_\_, 2011.

**The foregoing resolution upon being  
Put to a vote, the vote was as follows:**

\_\_\_\_\_  
Roxanna Ross, Mayor

Attest:

Mayor Ross \_\_\_\_\_  
Vice Mayor Bernard \_\_\_\_\_  
Commissioner Anderson \_\_\_\_\_  
Commission Childress \_\_\_\_\_  
Commissioner Cooper \_\_\_\_\_

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

### **AGREEMENT FOR STORMWATER SERVICES PHASE III**

THIS AGREEMENT made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2011, by and between:

VILLAGE OF BISCAYNE PARK, FLORIDA  
a municipal corporation  
640 NE 114 Street  
Biscayne Park, Florida 33161  
(hereinafter referred to as "VILLAGE")

AND

MAGNA CONSTRUCTION, INC.  
a Florida corporation  
PO Box 327418  
Fort Lauderdale, Florida 33332  
(hereafter referred to as "CONTRACTOR")

WHEREAS, on October 4, 2010, the Village sent out an Invitation to Bid for Phase III of the stormwater services project and received thirteen (13) responses;

WHEREAS, CONTRACTOR was found to be the lowest bidder that completed the Invitation to Bid package; and

WHEREAS, funding will be provided through a 50/50 matching grant from the Florida Department of Environmental Protection with the matching funds to be provided by the Citizens Independent Transit Trust (CITT) funds; and

WHEREAS, the Village Manager has negotiated Phase III of the contract with CONTRACTOR and the Commission has found it to be in the best interests of the residents of the Village to have CONTRACTOR perform Phase III of the project;

NOW, THEREFORE, in consideration of the benefits provided by CONTRACTOR to the citizens of the Village of Biscayne Park and the covenants and conditions herein expressed and the faithful performance of all such covenants and conditions, the parties agree as follows:

#### **Section 1.**

1.01 The above recitals are true and correct and are incorporated herein.

#### **Section 2. SCOPE OF SERVICES**

2.01 CONTRACTOR hereby agrees to perform and provide the equipment, materials and labor necessary for the completion of Phase III as identified in the Work Plan attached hereto and incorporated herein as Exhibit "A".



- 2.02 The work is to be completed and ready for final payment within seventy five (75) calendar days from the date of the commencement of the work as specified in the Notice to Proceed.
- 2.03 VILLAGE and CONTRACTOR acknowledge that the services to be provided pursuant to this Agreement shall commence upon the approval of the Village Commission.

### Section 3. LIQUIDATED DAMAGES

It is covenanted and agreed between the VILLAGE and the CONTRACTOR that time is of the essence in this Agreement and this provision shall apply to all terms and conditions contained herein. CONTRACTOR agrees that if Phase III is not completed within seventy five (75) days from the date of the commencement of the work as specified in the Notice to Proceed, it shall pay VILLAGE one hundred and xx/100 dollars (\$100.00) per day, each day that the work is not complete.

### Section 4. CONSIDERATION

- 4.01 VILLAGE agrees to compensate CONTRACTOR for the services performed by CONTRACTOR in the amount of one hundred eleven thousand nine hundred eighty three and 47/100 dollars (\$111,983.47) upon completion of the work specified in Section 2 above in a satisfactory manner as determined by the Village's designated engineer/project manager.
- 4.02 Method of Billing and Payment.
- (a) CONTRACTOR shall submit an invoice, together with a status report, showing work completed on the project. The invoice, together with the status report shall be submitted to Ana Garcia, Village Manager, Village of Biscayne Park, 640 NE 114 Street, Biscayne Park, Florida 33161.
  - (b) VILLAGE will make its best efforts to pay CONTRACTOR within thirty (30) calendar days of receipt of invoice the total shown to be due on such invoice provided that the commensurate work has been performed satisfactorily.

### Section 5. INSURANCE

- 5.01 Prior to commencing work, CONTRACTOR shall provide VILLAGE with certified copies of all insurance policies providing coverage as required.
- 5.02 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full period of the Agreement a policy or policies of insurance, which must include the following coverages and minimum limits of liability:
- (a) **Professional Liability Insurance** in an amount not less than \$1,000,000 per occurrence.

- (b) **Worker's Compensation and Employer's Liability Insurance** for all employees of CONTRACTOR engaged in work under the Agreement in accordance with the laws of the State of Florida. CONTRACTOR shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- (c) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily  
Injury and Property Damage  
Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$1,000,000.00 Combined Single Limit, Bodily  
Injury and Property Damage  
Liability per occurrence

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and

- (d) **Comprehensive Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the work with the following minimum limits of liability:

\$300,000.00 Combined Single Limit, Bodily  
Injury and Property Damage  
Liability per occurrence

- 5.03 **ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE VILLAGE OF BISCAYNE PARK IS AN ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE AGREEMENT.** Insurance companies selected must be acceptable to VILLAGE. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused

until at least thirty (30) calendar days written notice has been given to VILLAGE by certified mail.

- 5.04 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

- 5.05 CONTRACTOR is required to submit a list of claims presently outstanding against their professional liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

#### Section 6. INDEMNIFICATION

- 6.01 GENERAL INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless VILLAGE, its officers, agents and employees, from any and all damages, losses, liabilities and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONTRACTOR or his subcontractors, agents, officers, employees or independent contractors pursuant to the Agreement, specifically including but not limited to those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or his subcontractors, agents, servants or employees in the provision of the services under the Agreement.
- 6.02 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR agrees to indemnify, save and hold harmless VILLAGE, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Agreement.

#### Section 7. TERMINATION

- 7.01 This Agreement is terminable by either VILLAGE or CONTRACTOR at any time on thirty (30) days written notice to the other party as provided in Section 18 below.

#### Section 8. RECORDS AND AUDIT

- 8.01 VILLAGE reserves the right to audit the records of CONTRACTOR relating to this Agreement at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by VILLAGE. If required by VILLAGE, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by VILLAGE. CONTRACTOR

shall allow VILLAGE to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

**Section 9. INDEPENDENT CONTRACTOR**

- 9.01 It is understood and agreed that CONTRACTOR is and shall remain an independent contractor with respect to the services being performed by CONTRACTOR pursuant to this Agreement and shall not, for any purpose, be deemed an employee of VILLAGE.

**Section 10. CONFLICT OF INTEREST**

- 10.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with VILLAGE. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to VILLAGE.
- 10.02 CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the Village of Biscayne Park, Dade County and the State of Florida, Chapter 112, Florida Statutes (2004), as amended, and agrees that it will fully comply in all respects with the terms of said laws.
- 10.03 CONTRACTOR warrants that it has not employed or retained any person employed by VILLAGE to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by VILLAGE any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

**Section 11. ASSIGNMENT**

- 11.01 This is a services Agreement whereby VILLAGE has expressly retained CONTRACTOR. This Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of VILLAGE which consent can be arbitrarily withheld.

**Section 12. COMPLIANCE WITH LAWS**

- 12.01 CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, Village of Biscayne Park and of any other public authority, which may be applicable to this Agreement.

**Section 13. VENUE**

- 13.01 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Eleventh Judicial Circuit in and for Dade County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

**Section 14. GOVERNING LAW**

- 14.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

**Section 15. INSOLVENCY**

- 15.01 In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

**Section 16. ENTIRE AGREEMENT**

- 16.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

**Section 17. SEVERABILITY**

- 17.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

**Section 18. NOTICES**

- 18.01 All notices or other communications required or permitted under this Agreement shall be in writing and given by either hand delivery, registered/certified mail, return receipt requested or overnight courier to:

VILLAGE: Ana M. Garcia, Village Manager  
Village of Biscayne Park  
640 NE 114 Street  
Biscayne Park, Florida 33161

CONTRACTOR: Mitchell Tourino, President  
Magna Construction, Inc.  
PO Box 327418  
Fort Lauderdale, Florida 33332

IN WITNESS WHEREOF, the VILLAGE OF BISCAYNE PARK and MAGNA CONSTRUCTION, INC., have caused these presents to be executed in their respective names by the proper officials the day and year first above written.

**VILLAGE OF BISCAYNE PARK, FLORIDA**  
a municipal corporation, organized and existing  
under the laws of the State of Florida

ATTEST:

By: \_\_\_\_\_  
Roxanna Ross, Mayor

\_\_\_\_\_  
Maria Camara, Village Clerk

Approved as to form:

By: \_\_\_\_\_  
John J. Hearn, Village Attorney

State of Florida  
County of Dade

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by Roxanna Ross and Maria Camara, Mayor and Village Clerk, respectively.

\_\_\_\_\_  
Notary Public, State of Florida

**MAGNA CONSTRUCTION, INC.**

By: \_\_\_\_\_  
Mitchell Tourino, President

State of Florida  
County of Dade

On this, the \_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Mitchell Tourino, President of Magna Construction, Inc., a Florida corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public, State of Florida

# Engineering Report

For

## Proposed Drainage Improvements

**NE 9<sup>th</sup> CT**

From NE 109<sup>th</sup> ST to North of NE 111<sup>th</sup> ST.



Prepared for

*Village of Biscayne Park*  
Miami-Dade County, Florida

Prepared by



September, 2010



## **TABLE OF CONTENTS**

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Project Description	1
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Proposed Drainage Improvements	1
Ground Water Elevations	2
Drainage Design	2

## **EXHIBITS**

- 1- Location Map
- 2- Average October Groundwater Elevation
- 3- Drainage Map
- 4- Traffic Control Detail

## **APPENDIXES**

- A) Percolation Tests
- B) Drainage Calculations
- C) Site Photographs

## **Project Description**

The project consists on the construction of a new drainage system along NE 9 CT from NE 109<sup>th</sup> ST to North of NE 111<sup>th</sup> ST (**Site D – Phase 3**). This area is reporting severe flooding due to poor grading and the lack of drainage systems. This area of the project is located in the Village of Biscayne Park, in Miami-Dade County, Sections 29, 30, 31 and 32. Township 52 South, Range 42 East.

## **Existing Drainage Conditions**

Field inspections indicated that there are some existing catch basins at isolated areas, however the existing drainage system is not sufficient for the areas that drain toward the project limits. There are existing catch basins at the intersection of NE 9<sup>th</sup> Ct with NE 111<sup>th</sup> ST, which is one of the most critical areas within the project limits. The proposed improvements include the removal of most of the existing catch basins (see drainage plans for details).

## **Proposed Drainage Improvements**

The Proposed Drainage System is based on French Drains Systems located along NE 9<sup>th</sup> CT from NE 109<sup>th</sup> ST to North of NE 111<sup>th</sup> ST. New catch basins will be built in order to convey the runoff generated by this area. It should be noted that baffles are being proposed at the structures connected to the proposed exfiltration trench in order capture any floating debris.

The proposed drainage system is divided into 4 Sub-Basins:

### **Sub-Basin 1.**

NE 9<sup>th</sup> Ct, from Sta. 9+0.00 to Sta. 9+80.50.: This area includes the corner of the intersection of NE 9<sup>th</sup> CT and NE 109<sup>th</sup> ST. The total area of this sub-basin is 0.127 Acres.

The proposed drainage will provide 35 L.F of French Drain and 21 L.F. of 18" pipe.

### **Sub-Basin 2.**

NE 9<sup>th</sup> Ct, from Sta. 9+80.50 to Sta. 13+75.00.: The total area of this sub-basin is 0.905 Acres. The proposed drainage will provide 246 L.F of French Drain and 43 L.F. of 18" pipe.

### **Sub-Basin 3.**

NE 9<sup>th</sup> Ct, from Sta. 13+75.00 to Sta. 15+62.00.: The total area of this sub-basin is 0.684 Acres. The proposed drainage will provide 165 L.F of French Drain and 66 L.F. of 18" pipe.

### **Sub-Basin 4.**

NE 9<sup>th</sup> Ct, from Sta. 15+62.00 to Sta. 21+33.00.: The total area of this sub-basin is 1.562 Acres. The proposed drainage will provide 294 L.F of French Drain and 93 L.F. of 18" pipe. It must be noted that this sub-basin includes 194 L.F. of existing French Drain that provide to the required water quality treatment volume.

### **Ground Water Elevations**

Groundwater Elevations were obtained from Fig. W.C. 2.2 of the Miami-Dade public Work Department Design Standard. The Average October Groundwater Elevation for this project is 2.00 ft (NGVD). See Exhibit 4.

### **Drainage Design**

Drainage design is based on the methodology for estimating this volume is outlined in DERM's Policy for Design of Drainage Structure dated December 1989 as follows:

$$V=60CiAT_t$$

Where:

V = Required stormwater quality volume, cubic feet

C = Runoff Coefficient; 0.30 for pervious areas and 0.95 for Impervious areas

A = Total tributary area, acre

T<sub>t</sub> = Duration of storm whose runoff is polluted and contaminated, minutes

$$T_t = T_{1"} + T_c$$

Where:

T<sub>1"</sub> = Time to generate one inch of runoff, minutes

$$= \frac{2940F^{-0.11}}{308.5 C - 60.5 (0.5895 + F^{-0.67})}$$

Where:

F = Storm frequency, years

C = previously defined

T<sub>c</sub> = Time of concentration, minutes

i = Storm intensity, inches per hour

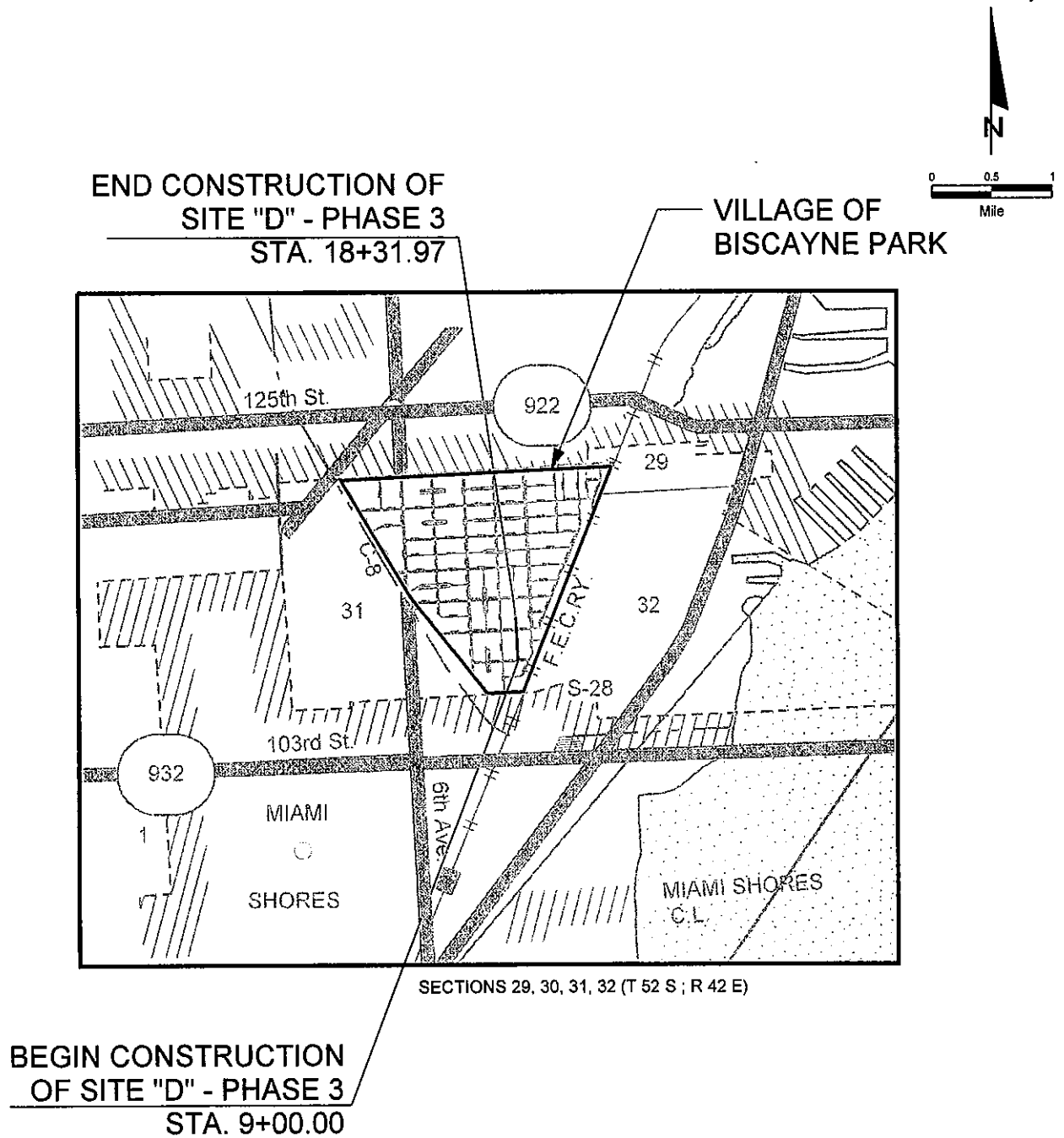
$$= \frac{308.5}{48.6F^{-0.11} + T_t (0.5895 + F^{-0.67})}$$

All values previously defined

For 2-Lane systems, DERM requires that 1 inch of runoff is retained for a rainfall event with a 5-year frequency.

See Drainage Calculations in Appendix B.

**SITE "D" - PHASE 3**  
**NE 9th CT**  
**(FROM NE 109th ST TO NORTH OF NE 111th ST)**



**LOCATION MAP**

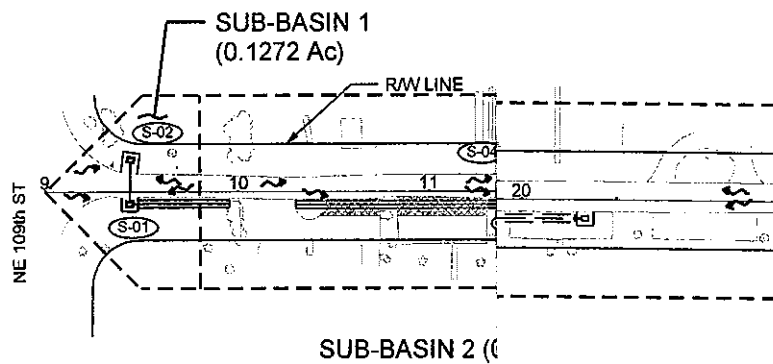
**Exhibit 2**  
**Average October Groundwater**  
**Elevation**



## **Exhibit 3**

### **Drainage Map**

SCALE 1" = 100'



T 52 S  
R 42 E  
S 41

REVISIONS					SHEET NO.
DATE	BY	DESCRIPTION	DATE		
					1

# DRAINAGE MAP



**Exhibit 4**  
**Traffic Control Detail**

**NOTE:** WARNING SIGN SEQUENCE IN  
OPPOSITE DIRECTION SAME  
AS BELOW

CHANNELIZATION DEVICES  
SEPARATE WORK AREA FROM  
TRAVELEDWAY.

NO. 100151200  
043

TYPE I BARRICADE  
FLAGMAN  
DRUM

**NOTES:**

1. LIGHTS SHOULD BE PROVIDED TO MARK  
FLAGMAN STATIONS AND BARRICADING  
AT NIGHT, AS NEEDED.
2. WARNING LIGHTS SHOULD BE USED TO  
MARK CHANNELIZATION DEVICES AT  
NIGHT AS NEEDED.
3. EXTEND BARRICADING TO A POINT WHERE  
IT IS VISIBLE TO APPROACHING TRAFFIC.

**NOTE:** TYPICAL APPLICATION ON 2-LANE  
ROADWAY WHEN ONE LANE IS  
CLOSED AND FLAGGING IS PROVIDED.

BARRICADES	R-19 6	
SIGNS	R-19 1	
ITEM	CROSS REF.	SPEC. REF.

METROPOLITAN  
DADE COUNTY  
DEPARTMENT OF  
TRAFFIC AND  
TRANSPORTATION

APPROVED

8 / 8 / 62

REVISED

10 / 26 / 90

7 / 7 / 88

6 / 10 / 74

STANDARD ROAD DETAIL

• TYPICAL TRAFFIC CONTROL •  
2 LANE ROAD - 1 LANE BLOCKED  
(MAJOR CONSTRUCTION)

R

19.4

SHEET 2 OF 2

# **Appendix A**

## **Percolation Tests**

February 25, 2005

A & P Consulting Transportation Engineers  
10305 NW 41<sup>st</sup> Street, Suite 115  
Miami, FL 33178

Attention: Mr. Arnelio Alfonso, P.E. – Project Manager

Re: Report of Borehole Percolation Testing  
Drainage Improvements Project for Village of Biscayne Park  
Area "D" (NE 9<sup>th</sup> Court, from NE 109<sup>th</sup> to NE 115<sup>th</sup> Street)  
Area "E" (NE 108<sup>th</sup> Street, from NE 9<sup>th</sup> to NE 10<sup>th</sup> Avenue)  
Geosol Project No. 205115

Dear Mr. Alfonso:

Geosol, Inc. (GEOSOL) has completed the four (4) requested borehole percolation tests for the above referenced project. The services were performed in accordance with our proposal dated October 8, 2004. The tests were performed at locations requested by Mr. Arnelio Alfonso, P.E. of your office.

Sheet 1 presents the approximate location of the tests. The percolation tests were located in the field by a representative of GEOSOL utilizing normal taping procedures and existing landmarks. The percolation tests were performed to depths of 15 feet below existing grades. The percolation tests were performed in general accordance with the South Florida Water Management District (SFWMD) "Usual Open-Hole" constant head method. The tests were performed to determine the hydraulic conductivity value (k) of the subsurface materials to depths of 15 feet below the existing ground surface. The boreholes were drilled by means of a 5-inch diameter tri-cone bit and water. Upon drilling each borehole, a 4-inch diameter perforated PVC pipe was inserted in the ground and used a pump for purging the well prior the start of the test. After completion of the percolation tests, the boreholes were backfilled with grout and the site was cleaned as required. The hydraulic conductivity values (k) were determined from the test results and presented in Table 1. The hydraulic conductivity value is reported in units of cubic feet per second per square foot of seepage area per foot of head (cfs/ft<sup>2</sup>-ft.).

We appreciate the opportunity to work with you on this project. Please do not hesitate to contact our office if you have any questions about the report or if you need additional information.

Sincerely,  
GEOSOL, INC.



Oracio Riccobono, P.E.  
Senior Geotechnical Engineer/President  
Florida Registration No. 49324

cc: Addressee (3); File (1)

Attachments: Sheet 1 – Percolation Test Location Plan  
Table 1 - Summary of Constant Head Percolation Test Results  
Schematics of Constant Head Percolation Tests



5795-A NW 151<sup>st</sup> Street  
Miami Lakes, FL 33014  
Phone (305) 828-4367; Fax (305) 828-4235  
E-mail: geosolusa@bellsouth.net

AREA "A" (WEST)

AREA "A" (EAST)

AREA "B"

AREA "C"

AREA "D"

AREA "E"

AREA "F"

P-1

P-2

P-3

P-4

P-5

P-6

P-7

P-8

P-9

P-10

P-11

P-12

ED BURCH FARM

W. BECAVINE CANAL

Legend

Police Precinct

Area

North Arrow

**BISCAYNE PARK**  
10  
admission

**AREAS PRONE  
TO FLOODING**

A-3

**TABLE 1 - SUMMARY OF PERCOLATION TEST RESULTS**

**PROPOSED ROADWAY DRAINAGE IMPROVEMENTS**  
**AREA "D": NE 9th COURT, FROM NE 109th STREET TO NE 115th STREET (P-8, P-9 & P-10) AND**  
**AREA "E": NE 108th STREET, FROM NE 9th AVENUE TO NE 109th STREET (P-11)**  
**VILLAGE OF BISCAYNE PARK**  
**Geosol Project No. 205115**

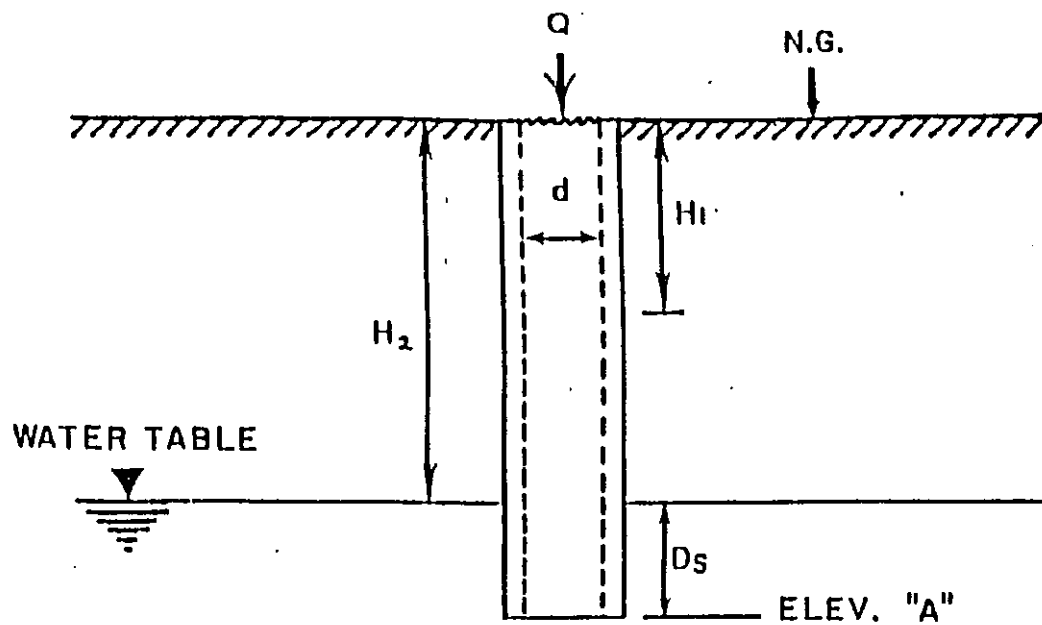
Test No.	Date Performed	Diameter		Depth of Hole (Feet)	Depth to Groundwater Level Below Ground Surface (Feet)		SATURATED HOLE DEPTH Ds (Feet)	Corrected Depth of Hole (Feet)	Average Flow Rate (gpm)	K, Hydraulic Conductivity (cfs/ft <sup>2</sup> -Ft Head)
		Hole (Inches)	Casing (Inches)		Prior to Test	During Test				
P-8	02/25/05	5	4.0	15.0	5.1	0.0	9.9	15.0	2.5	8.32E-05
P-9	02/25/05	5	4.0	15.0	5.4	0.0	9.6	15.0	1.5	4.77E-05
P-10	02/25/05	5	4.0	15.0	5.2	0.0	9.8	15.0	2.0	6.56E-05
P-11	02/25/05	5	4.0	15.0	5.2	0.0	9.8	15.0	1.5	4.92E-05

**NOTES:**

- (1) The above hydraulic conductivity values are for a French drain installed to the same depth as the borehole tests. The values represent an ultimate value. The designer should decide on the required factor of safety.
- (2) The hydraulic conductivity values were calculated based on the South Florida Water Management District's USUAL OPEN HOLE CONSTANT HEAD percolation test procedure as shown on the following page.
- (3) The diameter of the CASING was used in the computation of the hydraulic conductivity values presented in the above table.

Test No.	DEPTH (FEET)		GENERAL MATERIAL DESCRIPTION	
	FROM	TO		
P-8	0.00	0.33	TOPSOIL	
	0.33	1.50	Brown Fine to Coarse SAND with Limerock Fragments (FILL)	
	1.50	2.50	Brown Sandy SILT (FILL)	
	2.50	15.00	Brown Fine to Medium SAND	
P-9	0.00	0.25	TOPSOIL	
	0.25	1.50	Brown Fine to Coarse SAND with Limerock Fragments (FILL)	
	1.50	15.00	Brown Fine to Medium SAND	
	0.00	0.25	TOPSOIL	
P-10	0.25	2.00	Brown Fine to Coarse SAND with Limerock Fragments (FILL)	
	2.00	15.00	Brown Fine to Medium SAND	
	0.00	0.33	TOPSOIL	
	0.33	2.00	Brown Fine to Coarse SAND with Limerock Fragments (FILL)	
P-11	2.00	15.00	Brown Fine to Medium SAND	

# USUAL OPEN - HOLE TEST



$$K = \frac{4Q}{\pi d(2H_2^2 + 4H_2 D_s + H_2 d)}$$

$K$  = HYDRAULIC CONDUCTIVITY (CFS/FT.<sup>2</sup>-FT.HEAD)

$Q$  = "STABILIZED" FLOW RATE (CFS)

$d$  = DIAMETER OF TEST HOLE (FEET)

$H_2$  = DEPTH TO WATER TABLE (FEET)

$D_s$  = SATURATED HOLE DEPTH (FEET)

ELEV. "A" = PROPOSED TRENCH BOTTOM ELEV.

$H_1$  = AVERAGE HEAD ON UNSATURATED HOLE SURFACE (FT.HEAD)

Figure C-V-1

C-V-3



## **Appendix B**

# **Drainage Calculations**

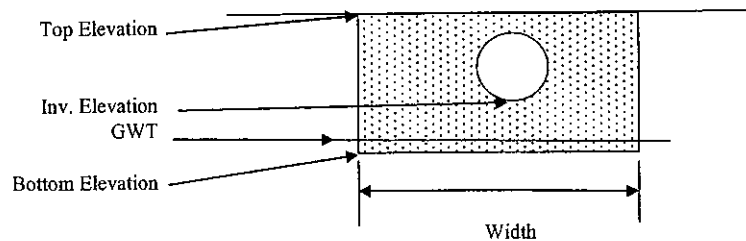


## DRAINAGE CALCULATIONS

Sub-basin 1: NE 9th CT, From Sta. 9+00.00 To Sta. 9+80.50

### WATER QUALITY CALCULATIONS

Total Drainage Area =	0.127	acres.	
Impervious Area =	0.027	acres.	(C = 0.95 )
Pervious Area =	0.100	acres.	(C = 0.25 )
Lowest Grnd. Elev. for Prop. Exfil. Trench =	7.11	ft. NGVD.	
Lowest Existing Grate Elevation =	7.61	ft. NGVD.	



#### Proposed Exfiltration Trench:

Top Elevation =	6.11	ft. NGVD.
GWT =	2.00	ft. NGVD.
Pipe Diameter =	24	inches
Inv. Elevation =	3.11	ft. NGVD.
Bottom Elevation =	-7.89	ft. NGVD.
Width =	4.00	feet.
Weir Elevation =	n/a	ft. NGVD.

#### Existing Exfiltration Trench:

Top Elevation =	n/a	ft. NGVD
GWT =	n/a	ft. NGVD
Pipe Diameter =	n/a	inches
Inv. Elevation =	n/a	ft. NGVD
Bottom Elevation =	n/a	ft. NGVD
Width =	n/a	feet.
Length =	n/a	feet.
Assumed Usage =	0	percent

Weighted k =	6.56E-05	cfs/sf-ft of head.
Safety Factor =	1	
DESIGN STORM FREQUENCY (YEARS):	5	
MINIMUM TIME OF CONCENTRATION (MINUTES):	10.00	

## DRAINAGE CALCULATIONS

Sub-basin 1: NE 9th CT, From Sta. 9+00.00 To Sta. 9+80.50

### BASIN DESIGN INFORMATION per DERM

TOTAL DRAINAGE AREA =	0.051	hectares or	0.127	acres.
TOTAL IMPERVIOUS DRAINAGE AREA =	0.011	hectares or	0.027	acres.
IMPERVIOUS RUNOFF COEFFICIENT =	0.95			
TOTAL PERVIOUS DRAINAGE AREA =	0.040	hectares or	0.100	acres.
PERVIOUS RUNOFF COEFFICIENT =	0.25			
SUB-BASIN DRAINAGE AREA =	0.051	hectares or	0.127	acres.
SUB-BASIN IMPERVIOUS DRAINAGE AREA =	0.011	hectares or	0.027	acres.
IMPERVIOUS RUNOFF COEFFICIENT =	0.95			
SUB-BASIN PERVIOUS DRAINAGE AREA =	0.040	hectares or	0.100	acres.
PERVIOUS RUNOFF COEFFICIENT =	0.25			
SUB-BASIN TIME OF CONCENTRATION =	10.00	minutes		
DESIGN STORM FREQUENCY =	5	years		

### WATER QUALITY CALCULATIONS per DERM Criteria

SUB-BASIN TIME OF CONCENTRATION =	10.00	minutes
SUB-BASIN TIME FOR FIRST INCH OF RUNOFF =	36.55	minutes
REQUIRED WATER QUALITY TREATMENT TIME =	46.55	minutes

#### TREATMENT VOLUME REQUIRED:

522.9802428

Vtrmt =	14.809	cu. meters or	523	cu. ft.
Vtrmt =	0.001	hectare-meters or	0.01	ac.-ft.

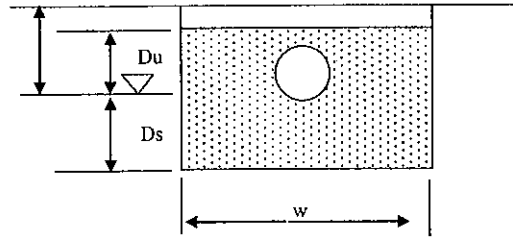
# DRAINAGE CALCULATIONS

Sub-basin 1: NE 9th CT, From Sta. 9+00.00 To Sta. 9+80.50

## TYPICAL EXFILTRATION TRENCH DESIGN by DERM

$$L = \text{Volume} / [k / \text{SF} \times (2 \times H2 \times Du - Du^2 + 2 \times H2 \times Ds) + (1.39 \times 10^{-4}) \times (W \times Du + \text{PS})]$$

Volume = Treatment Vol. - Capacity of Exist. Trench (ac-in)  
 k = Weighted Hyd. Conductivity (cfs/sf - ft) H2  
 H2 = Depth to the Water Table (ft)  
 W = Trench width (ft)  
 Du = Non-Saturated Trench Depth (ft)  
 Ds = Saturated Trench Depth (ft)  
 SF = Safety Factor  
 PS = Pipe Storage (ft.^3)



Capacity of Exist. Exfil. Trench =	0.000	ha-m or	0.000	ac.-ft.
Treatment Volume =	0.001	ha-m or	0.01	ac.-ft.
Volume =	0.144	ac-in.		
k =	0.000066	cfs/sf-ft		
H2 =	5.11	ft.		
W =	4.00	ft.		
Du =	4.11	ft.		
Ds =	9.89	ft.		
SF =	1.00			

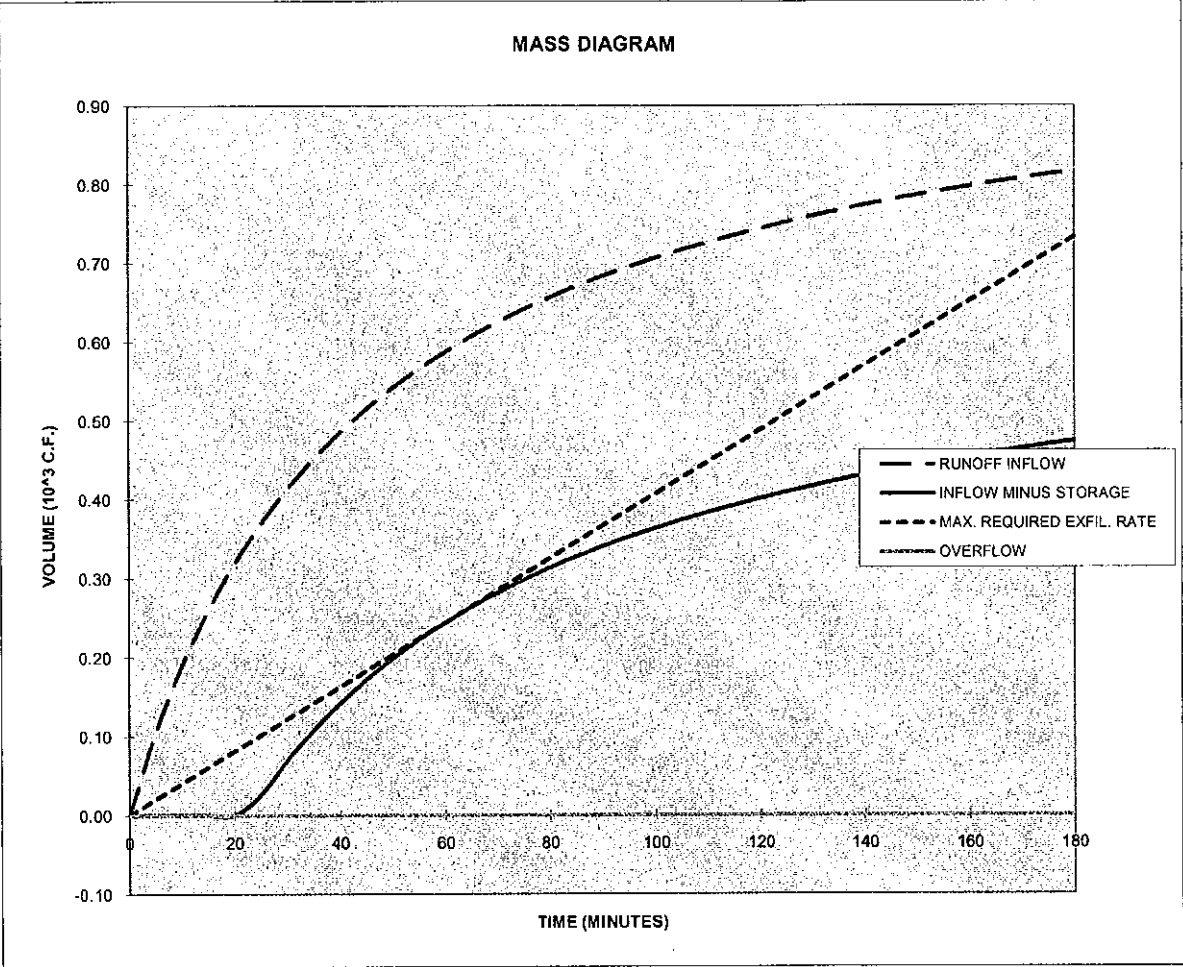
**L Required = 13.10 feet**

Actual SF = 2.67

**PROVIDED LENGTH = 35.00 feet**

DRAINAGE CALCULATIONS

Sub-basin 1: NE 9th CT, From Sta. 9+00.00 To Sta. 9+80.50



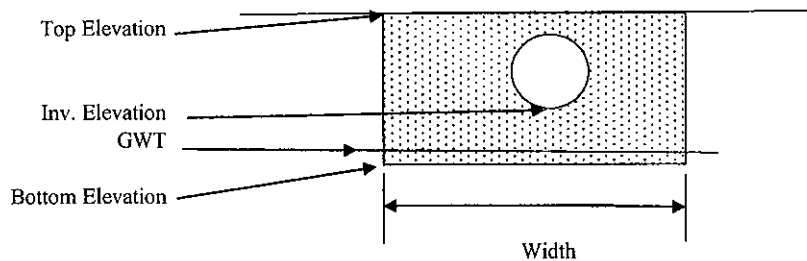
MAXIMUM OVERFLOW RATE = 0.00 CFS

## DRAINAGE CALCULATIONS

Sub-basin 2: NE 9th CT, From Sta. 9+80.50 To Sta. 13+75.00

## WATER QUALITY CALCULATIONS

Total Drainage Area =	0.905	acres.	
Impervious Area =	0.270	acres.	(C = 0.95 )
Pervious Area =	0.635	acres.	(C = 0.25 )
Lowest Grnd. Elev. for Prop. Exfil. Trench =	5.89	ft. NGVD.	
Lowest Existing Grate Elevation =	6.23	ft. NGVD.	



### Proposed Exfiltration Trench:

Top Elevation =	4.89	ft. NGVD.
GWT =	2.00	ft. NGVD.
Pipe Diameter =	24	inches
Inv. Elevation =	1.89	ft. NGVD.
Bottom Elevation =	-9.11	ft. NGVD.
Width =	4.00	feet.
Weir Elevation =	n/a	ft. NGVD.

### Existing Exfiltration Trench:

Top Elevation =	n/a	ft. NGVD
GWT =	n/a	ft. NGVD
Pipe Diameter =	n/a	inches
Inv. Elevation =	n/a	ft. NGVD
Bottom Elevation =	n/a	ft. NGVD
Width =	n/a	feet.
Length =	n/a	feet.
Assumed Usage =	0	percent

Weighted k =	6.56E-05	cfs/sf-ft of head.
Safety Factor =	1	
DESIGN STORM FREQUENCY (YEARS):	5	
MINIMUM TIME OF CONCENTRATION (MINUTES):	10.00	

## DRAINAGE CALCULATIONS

Sub-basin 2: NE 9th CT, From Sta. 9+80.50 To Sta. 13+75.00

### BASIN DESIGN INFORMATION per DERM

TOTAL DRAINAGE AREA =	0.366	hectares or	0.905	acres.
TOTAL IMPERVIOUS DRAINAGE AREA =	0.109	hectares or	0.270	acres.
IMPERVIOUS RUNOFF COEFFICIENT =	0.95			
TOTAL PERVIOUS DRAINAGE AREA =	0.257	hectares or	0.635	acres.
PERVIOUS RUNOFF COEFFICIENT =	0.25			
SUB-BASIN DRAINAGE AREA =	0.366	hectares or	0.905	acres.
SUB-BASIN IMPERVIOUS DRAINAGE AREA =	0.109	hectares or	0.270	acres.
IMPERVIOUS RUNOFF COEFFICIENT =	0.95			
SUB-BASIN PERVIOUS DRAINAGE AREA =	0.257	hectares or	0.635	acres.
PERVIOUS RUNOFF COEFFICIENT =	0.25			
SUB-BASIN TIME OF CONCENTRATION =	10.00	minutes		
DESIGN STORM FREQUENCY =	5	years		

### WATER QUALITY CALCULATIONS per DERM Criteria

SUB-BASIN TIME OF CONCENTRATION =	10.00	minutes
SUB-BASIN TIME FOR FIRST INCH OF RUNOFF =	28.87	minutes
REQUIRED WATER QUALITY TREATMENT TIME =	38.87	minutes

#### TREATMENT VOLUME REQUIRED:

3887.86714

Vtrmt =	110.093	cu. meters or	3,888	cu. ft.
Vtrmt =	0.011	hectare-meters or	0.09	ac.-ft.

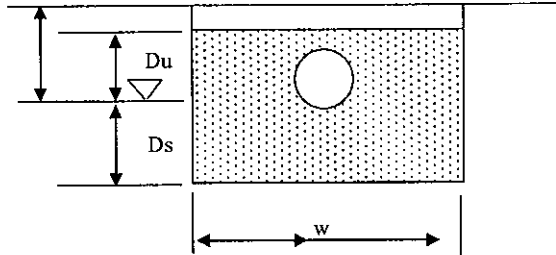
## DRAINAGE CALCULATIONS

Sub-basin 2: NE 9th CT, From Sta. 9+80.50 To Sta. 13+75.00

### TYPICAL EXFILTRATION TRENCH DESIGN by DERM

$$L = \text{Volume} / [k / SF \times (2 \times H2 \times Du - Du^2 + 2 \times H2 \times Ds) + (1.39 \times 10^{-4}) \times (W \times Du + PS)]$$

Volume = Treatment Vol. - Capacity of Exist. Trench (ac-in)  
k = Weighted Hyd. Conductivity (cfs/sf - ft)  
H2 = Depth to the Water Table (ft)  
W = Trench width (ft)  
Du = Non-Saturated Trench Depth (ft)  
Ds = Saturated Trench Depth (ft)  
SF = Safety Factor  
PS = Pipe Storage (ft.^3)



Capacity of Exist. Exfil. Trench =	0.000	ha-m or	0.000	ac.-ft.
Treatment Volume =	0.011	ha-m or	0.09	ac.-ft.
Volume =	1.071	ac-in.		
k =	0.000066	cfs/sf-ft		
H2 =	3.89	ft.		
W =	4.00	ft.		
Du =	2.89	ft.		
Ds =	11.11	ft.		
SF =	1.00			

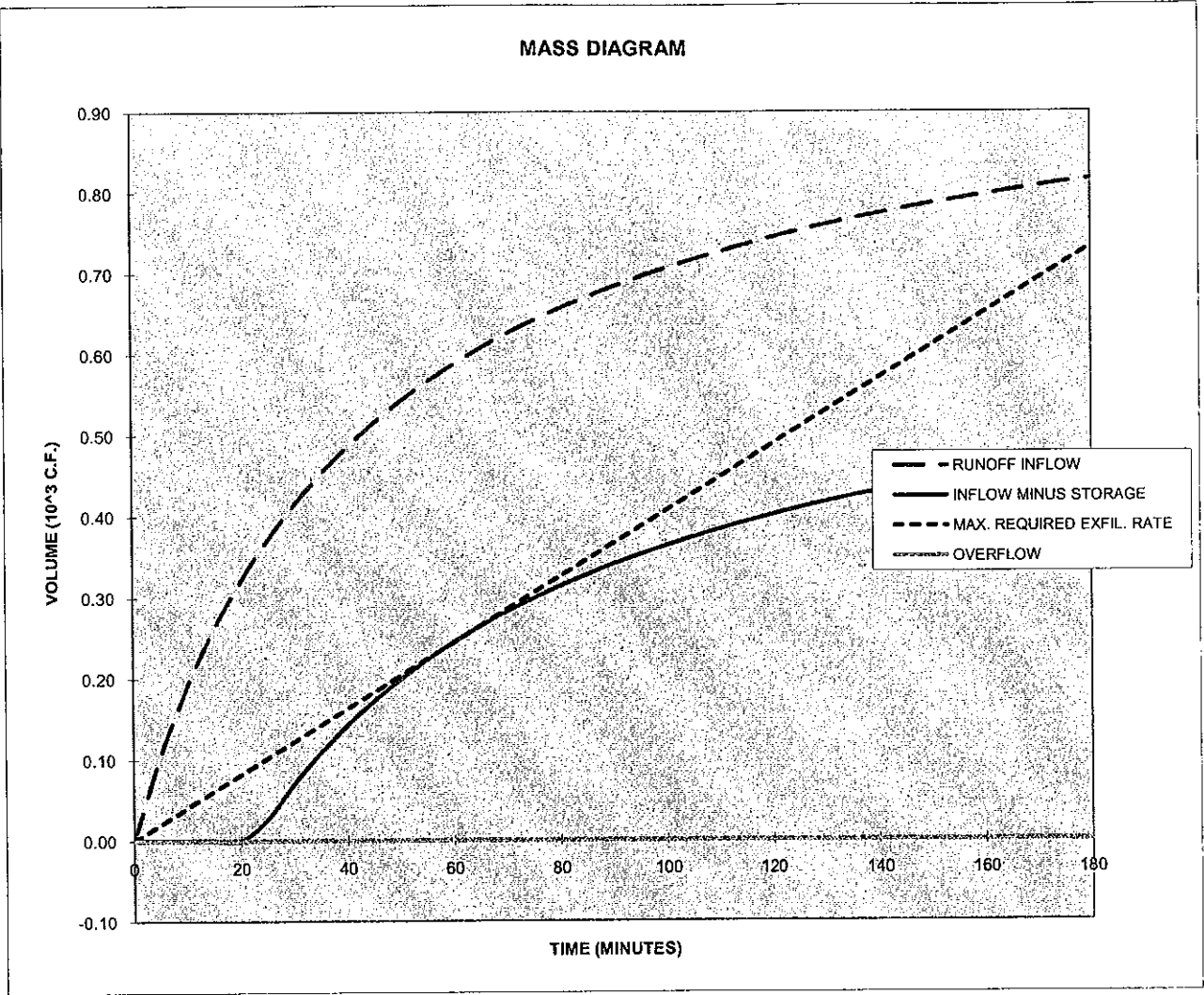
**L Required = 124.09 feet**

Actual SF = 1.98

**PROVIDED LENGTH = 246.00 feet**

**DRAINAGE CALCULATIONS**

**Sub-basin 2: NE 9th CT, From Sta. 9+80.50 To Sta. 13+75.00**



**MAXIMUM OVERFLOW RATE = 0.00 CFS**

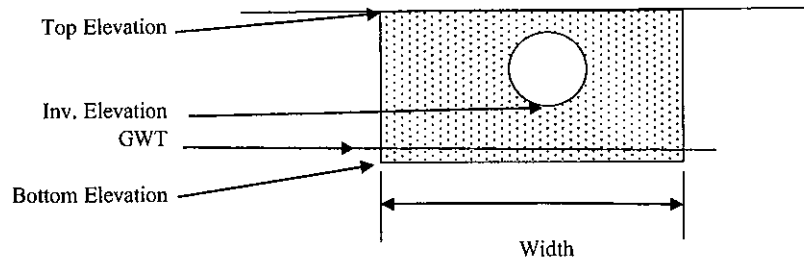


## DRAINAGE CALCULATIONS

Sub-basin 3: NE 9th CT, From Sta. 13+75.00 To Sta. 15+62.00

### WATER QUALITY CALCULATIONS

Total Drainage Area =	0.684	acres.	
Impervious Area =	0.164	acres.	(C = 0.95 )
Pervious Area =	0.520	acres.	(C = 0.25 )
Lowest Grnd. Elev. for Prop. Exfil. Trench =	4.33	ft. NGVD.	
Lowest Existing Grate Elevation =	5.12	ft. NGVD.	



#### Proposed Exfiltration Trench:

Top Elevation =	3.33	ft. NGVD.
GWT =	2.00	ft. NGVD.
Pipe Diameter =	24	inches
Inv. Elevation =	0.33	ft. NGVD.
Bottom Elevation =	-10.67	ft. NGVD.
Width =	4.00	feet.
Weir Elevation =	n/a	ft. NGVD.

#### Existing Exfiltration Trench:

Top Elevation =	n/a	ft. NGVD
GWT =	n/a	ft. NGVD
Pipe Diameter =	n/a	inches
Inv. Elevation =	n/a	ft. NGVD
Bottom Elevation =	n/a	ft. NGVD
Width =	n/a	feet.
Length =	n/a	feet.
Assumed Usage =	0	percent

Weighted k =	5.67E-05	cfs/sf-ft of head.
Safety Factor =	1	
DESIGN STORM FREQUENCY (YEARS):	5	
MINIMUM TIME OF CONCENTRATION (MINUTES):	10.00	

## DRAINAGE CALCULATIONS

Sub-basin 3: NE 9th CT, From Sta. 13+75.00 To Sta. 15+62.00

### BASIN DESIGN INFORMATION per DERM

TOTAL DRAINAGE AREA =	0.277	hectares or	0.684	acres.
TOTAL IMPERVIOUS DRAINAGE AREA =	0.066	hectares or	0.164	acres.
IMPERVIOUS RUNOFF COEFFICIENT =	0.95			
TOTAL PERVIOUS DRAINAGE AREA =	0.210	hectares or	0.520	acres.
PERVIOUS RUNOFF COEFFICIENT =	0.25			
SUB-BASIN DRAINAGE AREA =	0.277	hectares or	0.684	acres.
SUB-BASIN IMPERVIOUS DRAINAGE AREA =	0.066	hectares or	0.164	acres.
IMPERVIOUS RUNOFF COEFFICIENT =	0.95			
SUB-BASIN PERVIOUS DRAINAGE AREA =	0.210	hectares or	0.520	acres.
PERVIOUS RUNOFF COEFFICIENT =	0.25			
SUB-BASIN TIME OF CONCENTRATION =	10.00	minutes		
DESIGN STORM FREQUENCY =	5	years		

### WATER QUALITY CALCULATIONS per DERM Criteria

SUB-BASIN TIME OF CONCENTRATION =	10.00	minutes
SUB-BASIN TIME FOR FIRST INCH OF RUNOFF =	33.93	minutes
REQUIRED WATER QUALITY TREATMENT TIME =	43.93	minutes

#### TREATMENT VOLUME REQUIRED:

2846.550295

Vtrmt =	80.606	cu. meters or	2,847	cu. ft.
Vtrmt =	0.008	hectare-meters or	0.07	ac.-ft.

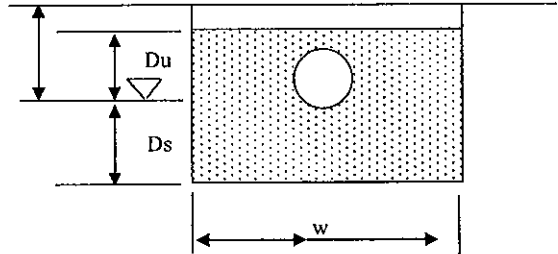
## DRAINAGE CALCULATIONS

Sub-basin 3: NE 9th CT, From Sta. 13+75.00 To Sta. 15+62.00

### TYPICAL EXFILTRATION TRENCH DESIGN by DERM

$$L = \text{Volume} / [k / SF \times (2 \times H2 \times Du - Du^2 + 2 \times H2 \times Ds) + (1.39 \times 10^{-4}) \times (W \times Du + PS)]$$

Volume = Treatment Vol. - Capacity of Exist. Trench (ac-in)  
k = Weighted Hyd. Conductivity (cfs/sf - ft)  
H2 = Depth to the Water Table (ft)  
W = Trench width (ft)  
Du = Non-Saturated Trench Depth (ft)  
Ds = Saturated Trench Depth (ft)  
SF = Safety Factor  
PS = Pipe Storage (ft.^3)



Capacity of Exist. Exfil. Trench =	0.000	ha-m or	0.000	ac.-ft.
Treatment Volume =	0.008	ha-m or	0.07	ac.-ft.
Volume =	0.784	ac-in.		
k =	0.000057	cfs/sf-ft		
H2 =	2.33	ft.		
W =	4.00	ft.		
Du =	1.33	ft.		
Ds =	12.67	ft.		
SF =	1.00			

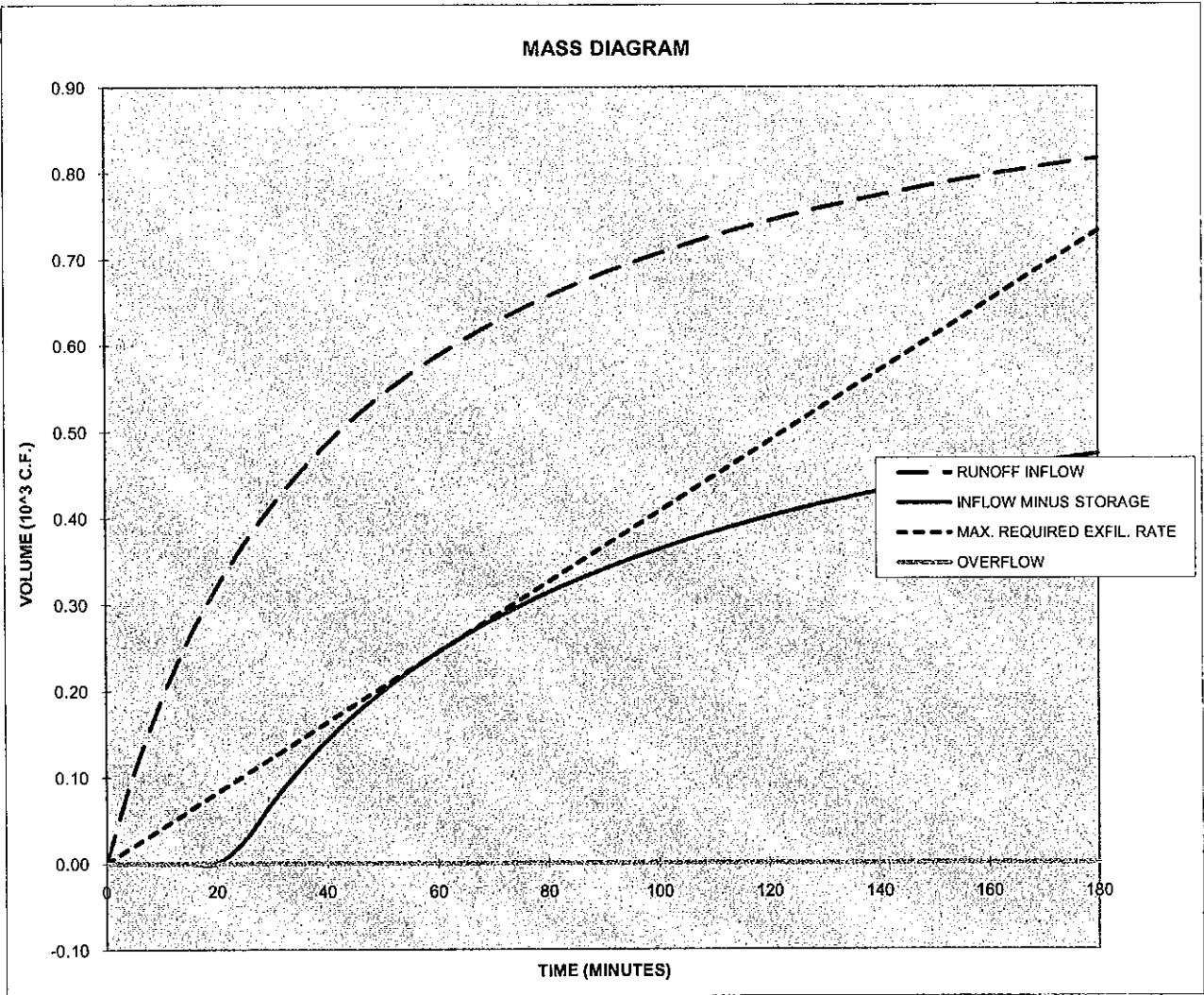
**L Required = 178.81 feet**

Actual SF = 0.92

**PROVIDED LENGTH = 165.00 feet**

**DRAINAGE CALCULATIONS**

**Sub-basin 3: NE 9th CT, From Sta. 13+75.00 To Sta. 15+62.00**



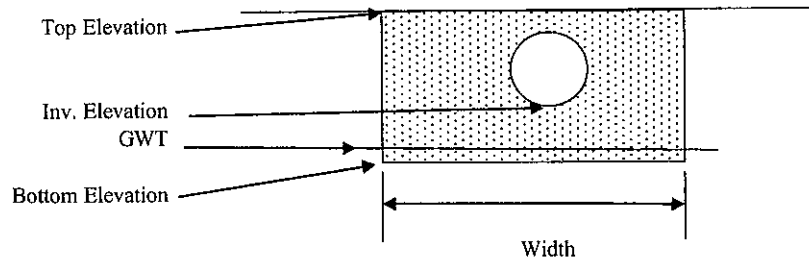
**MAXIMUM OVERFLOW RATE = 0.50 CFS**

## DRAINAGE CALCULATIONS

Sub-basin 4: NE 9th CT, From Sta. 15+62.00 To Sta. 21+33.00

### WATER QUALITY CALCULATIONS

Total Drainage Area =	1.562	acres.	
Impervious Area =	0.373	acres.	(C = 0.95 )
Pervious Area =	1.190	acres.	(C = 0.25 )
Lowest Grnd. Elev. for Prop. Exfil. Trench =	4.39	ft. NGVD.	
Lowest Existing Grate Elevation =	4.45	ft. NGVD.	



#### Proposed Exfiltration Trench:

Top Elevation =	3.39	ft. NGVD.
GWT =	2.00	ft. NGVD.
Pipe Diameter =	24	inches
Inv. Elevation =	0.39	ft. NGVD.
Bottom Elevation =	-10.61	ft. NGVD.
Width =	4.00	feet.
Weir Elevation =	n/a	ft. NGVD.

#### Existing Exfiltration Trench:

Top Elevation =	n/a	ft. NGVD
GWT =	n/a	ft. NGVD
Pipe Diameter =	n/a	inches
Inv. Elevation =	n/a	ft. NGVD
Bottom Elevation =	n/a	ft. NGVD
Width =	n/a	feet.
Length =	n/a	feet.
Assumed Usage =	0	percent

Weighted k =	4.77E-05	cfs/sf-ft of head.
Safety Factor =	1	
DESIGN STORM FREQUENCY (YEARS):	5	
MINIMUM TIME OF CONCENTRATION (MINUTES):	10.00	

## DRAINAGE CALCULATIONS

Sub-basin 4: NE 9th CT, From Sta. 15+62.00 To Sta. 21+33.00

### BASIN DESIGN INFORMATION per DERM

TOTAL DRAINAGE AREA =	0.632	hectares or	1.562	acres.
TOTAL IMPERVIOUS DRAINAGE AREA =	0.151	hectares or	0.373	acres.
IMPERVIOUS RUNOFF COEFFICIENT =	0.95			
TOTAL PERVIOUS DRAINAGE AREA =	0.482	hectares or	1.190	acres.
PERVIOUS RUNOFF COEFFICIENT =	0.25			
SUB-BASIN DRAINAGE AREA =	0.632	hectares or	1.562	acres.
SUB-BASIN IMPERVIOUS DRAINAGE AREA =	0.151	hectares or	0.373	acres.
IMPERVIOUS RUNOFF COEFFICIENT =	0.95			
SUB-BASIN PERVIOUS DRAINAGE AREA =	0.482	hectares or	1.190	acres.
PERVIOUS RUNOFF COEFFICIENT =	0.25			
SUB-BASIN TIME OF CONCENTRATION =	10.00	minutes		
DESIGN STORM FREQUENCY =	5	years		

### WATER QUALITY CALCULATIONS per DERM Criteria

SUB-BASIN TIME OF CONCENTRATION =	10.00	minutes
SUB-BASIN TIME FOR FIRST INCH OF RUNOFF =	34.03	minutes
REQUIRED WATER QUALITY TREATMENT TIME =	44.03	minutes

#### TREATMENT VOLUME REQUIRED:

6502.523965

Vtrmt =	184.132	cu. meters or	6,503	cu. ft.
Vtrmt =	0.018	hectare-meters or	0.15	ac.-ft.

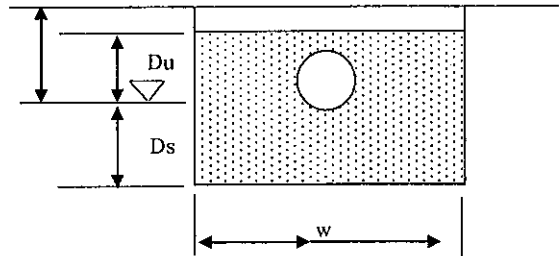
## DRAINAGE CALCULATIONS

Sub-basin 4: NE 9th CT, From Sta. 15+62.00 To Sta. 21+33.00

### TYPICAL EXFILTRATION TRENCH DESIGN by DERM

$$L = \text{Volume} / [k / SF \times (2 \times H2 \times Du - Du^2 + 2 \times H2 \times Ds) + (1.39 \times 10^{-4}) \times (W \times Du + PS)]$$

Volume = Treatment Vol. - Capacity of Exist. Trench (ac-in)  
 k = Weighted Hyd. Conductivity (cfs/sf - ft)  
 H2 = Depth to the Water Table (ft)  
 W = Trench width (ft)  
 Du = Non-Saturated Trench Depth (ft)  
 Ds = Saturated Trench Depth (ft)  
 SF = Safety Factor  
 PS = Pipe Storage (ft.^3)



Capacity of Exist. Exfil. Trench =	<b>0.000</b>	ha-m or	<b>0.000</b>	ac.-ft.
Treatment Volume =	<b>0.018</b>	ha-m or	<b>0.15</b>	ac.-ft.
Volume =	<b>1.791</b>	ac-in.		
k =	<b>0.000048</b>	cfs/sf-ft		
H2 =	<b>2.39</b>	ft.		
W =	<b>4.00</b>	ft.		
Du =	<b>1.39</b>	ft.		
Ds =	<b>12.61</b>	ft.		
SF =	<b>1.00</b>			

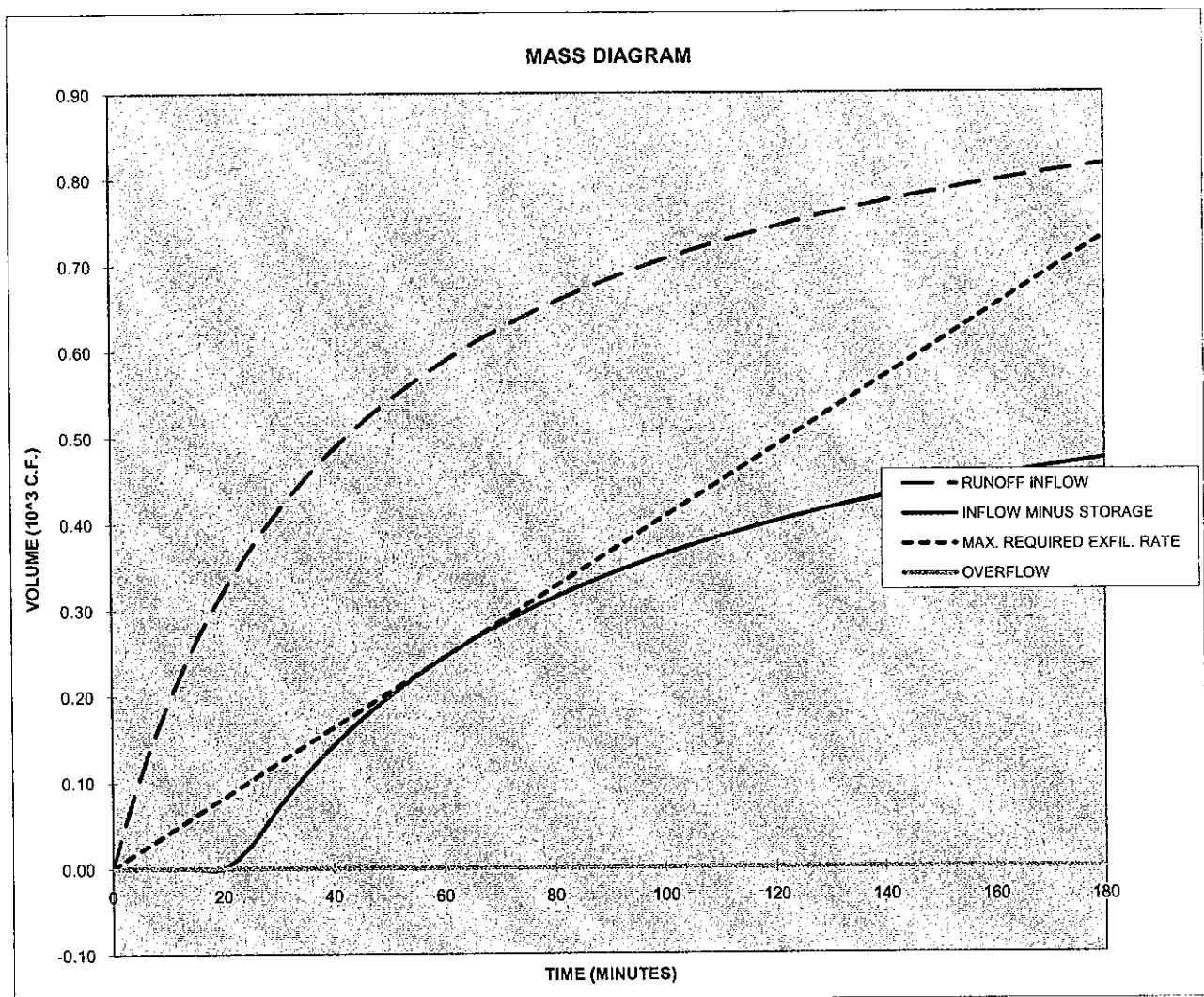
**L Required = 455.49 feet**

Actual SF = 1.07

**PROVIDED LENGTH = 488.00 feet**

## DRAINAGE CALCULATIONS

Sub-basin 4: NE 9th CT, From Sta. 15+62.00 To Sta. 21+33.00



MAXIMUM OVERFLOW RATE = 0.66 CFS



## **Appendix C**

### **Site Photographs**

**SITE D: PHOTOGRAPHS:**



**Photo No. 4**  
NE 9<sup>th</sup> CT., looking north



**Photo No. 5**  
NE 9<sup>th</sup> CT., elevation of property line over the street





**Photo No. 6**  
NE 9<sup>th</sup> CT., looking north (Critical Area)



Date: 02/01/2010

To: Vice Mayor Steve Bernard  
Commissioner Bob Anderson  
Commissioner Al Childress  
Commissioner Bryan Cooper

cc: Park & Parkways Board

From: Mayor Roxanna Ross

Re: Resolution 2011-03  
Martin Luther King Day a Day Of Service and Community Beautification Event  
Follow-up Report

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**A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF  
BISCAYNE PARK, FLORIDA PROCLAIMING JANUARY 15, 2011, MARTIN  
LUTHER KING DAY, A DAY FOR COMMUNITY SERVICE AND  
BEAUTIFICATION EVENT IN THE VILLAGE OF BISCAYNE PARK;  
PROVIDING FOR AN EFFECTIVE DATE**

**FOLLOW-UP REPORT:**

Martin Luther King Day was recognized as a day for service and giving back to the community in the Village of Biscayne Park on Saturday, January 15, 2011.

The event was celebrated in part by improvements to the plantings along our entryway at the southern end of NE 6 Avenue. In appreciation for their hospitality in allowing the Village the use of their meeting hall while our own facilities were under construction, the swale along NE 113<sup>th</sup> Street across from the Church of the Resurrection was also improved.

General discussion among the participants focused on continued enhancement of the swale area along NE 6 Avenue, including creating a barrier of contiguous plantings with a variety of native plants as well as colorful blooming plant material. Monetary donations earmarked for the project were collected, and the possibility of additional funding through the Civic Club was explored.

**Total Community Service Hours: 38**

**Total Monetary Donations: \$775**

**Expenditures:**

Derick Murray (Public Works) – 3 hours overtime: \$55.13

Action Sod - \$127.00

**Total expenditures: \$182.13**

**Balance for future projects: \$592.87**

# KING DAY OF SERVICE - Saturday, January 15, 2011

	Donor Name & Address	Service Hours	Pledge Amount	Received
Challenge Grant	Chuck and Rox Ross	6	\$150	\$150
ADAMS	Bonita Adams		\$20	\$20
ANDERSON	Bob and Janey Anderson	4		
BERNARD	Steve Bernard	1		
BOWEN / BLANTON	Lewis Free Bowen Jr. W. Dale Blanton		\$50	\$50
CAM	Peter & Dora Cam		\$35	\$35
CANE	Christian and David Cane c/o Milagros Gutierrez	4	\$20	\$20
CHILDRESS	Al and Kitty Childress	4		
GUTIERREZ	Milaros Gutierrez	2	\$50	\$50
HOLMES	Deborah L. Holmes and Paul Spence		\$100	\$100
JONAS	Fred Jonas and Jane Ansley	2	\$100	\$100
ELYPUS, INC.	Renata Kosiba and Pierre Lleprat		\$10	\$50
KUHL	Barbara and Gary Kuhl	4	\$50	\$50
TAYLOR	Steve Taylor		\$100	\$100
TWITCHELL	David Twitchell		\$50	\$50
WILDER	Gloria Wilder and David Wilder	2		
VILLAGE STAFF:	Derrick Murray - Public Works	3		
	Ana Garcia - Administration	2		
	Maria Camara - Administration	2		
	Roy Camara - Police Dept.	2		
		38	\$735	\$775

## village clerk

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**From:** Bryan Cooper [bryancooper7@yahoo.com]  
**Sent:** Sunday, January 23, 2011 9:29 PM  
**To:** villageclerk@biscayneparkfl.gov; bcooper@biscayneparkfl.gov  
**Cc:** agarcia@biscayneparkfl.gov; John Hearn; attyhearn@aol.com  
**Subject:** Re: Agenda Item Request Form.doc

#1

Date: (Please refer to the email sent when this was first placed on the agenda in Dec. of 2010).

To: Clerk; Manager, for inclusion on agenda

From: Bryan Cooper

**Re:**

12.a Commissioner Cooper: New police department procedures vs. continuing crime waves in the Village.

**Background Analysis:** None; this is a discussion start; in part based on the campaign platforms of both Mayor Ross, Mr. Childress and myself. In addition, the police chief is in possession of long-range crime statistics for VOBP, that he showed me during union negotiations, and I reviewed briefly; it would be good for Village administration to provide this to all Commissioners for the February meeting. In addition, some Commissioners are aware of the idea of Community policing as a concept. Commissioners might pursue their own research of Community Policing; Crime Mapping; Police Visibility; and other themes that we can discuss in the context of our unique Village. We also see the use of high definition camera technology being used by municipalities in law enforcement, with potential applications in our Village.

**Fiscal/Budgetary Impact:** None identified; if any consensus is created, then the Manager can be directed to research any budget impact in cooperation with our police chief.

**Recommendation:** Aside from specific possible ideas Commissioners might bring to the meeting, I would suggest our considering a weekend workshop whereby the full Commission engages our police department in discussing possible creative initiatives that would be unique for our special Village; also possible technology related initiatives and/or grants.

#2

1/24/2011

## village clerk

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**Subject:** FW: Agenda Item Request Form.doc

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**From:** Bryan Cooper [mailto:bryancooper7@yahoo.com]  
**Sent:** Sunday, January 23, 2011 9:29 PM  
**To:** villageclerk@biscayneparkfl.gov; bcooper@biscayneparkfl.gov  
**Cc:** agarcia@biscayneparkfl.gov; John Hearn; attyhearn@aol.com  
**Subject:** Re: Agenda Item Request Form.doc

#2

Date: (Please refer to the email sent when this was first placed on the agenda in Dec. of 2010).

To: Clerk; Manager, for inclusion on agenda

From: Bryan Cooper

**Re:** Future condensed short bullet list of agenda items to be sent on day 7, prior to Commission meeting, by Clerk to Commission.

**Background Analysis:** In the past year, there have been times that the agenda with backup was not presented to Commissioners for review until shortly before the date of the Commission meeting. It would be helpful if the Clerk, upon closing the deadline for submission of new agenda items from Commissioners, compiled a simple bullet list of clear, understandable titles of all new agenda items and forward them by email to Commissioners.

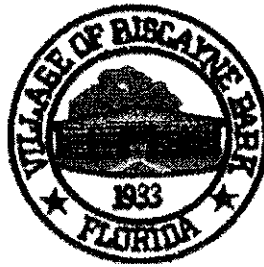
**Fiscal/Budgetary Impact:** None; a few minutes of the Clerks time to send a brief summary. This will foster a higher degree of transparency and hopefully collegiality, by allowing all Commissioners to see a week in advance the other items set to be brought forth by their colleagues.

**Recommendation:** Ask Manager to direct the Clerk to provide this list to the Commission following the deadline for submission of new agenda items.

---

**From:** village clerk <villageclerk@biscayneparkfl.gov>  
**To:** bcooper@biscayneparkfl.gov  
**Cc:** agarcia@biscayneparkfl.gov  
**Sent:** Thu, January 20, 2011 6:34:56 PM  
**Subject:** Agenda Item Request Form.doc

1/24/2011



## Moved from 1/11/2010 Meeting

Date: 11/29/10  
To: Clerk Maria Camara  
From: Commissioner Steve Bernard  
Re: November Agenda Item

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### REQUEST:

A **DISCUSSION** OF: New shade tree at Recreation Center

### BACKGROUND AND ANALYSIS:

Due to the previous removal of a large shade tree at the park, a group of 30 residents have donated enough money to install one large oak tree and associated irrigation.

Tree specs, warranty and photo will be provided prior to the 12/7/10 Commission Meeting.

### FISCAL/BUDGETARY IMPACT:

None, all costs are covered by donation.

RECOMMENDATION: Approve



**village clerk**

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**From:** Steve Bernard [steve@stevebernardarchitect.com]  
**Sent:** Tuesday, December 07, 2010 11:51 AM  
**To:** villagemanager@biscayneparkfl.gov; villageclerk@biscayneparkfl.gov; attyhearn@aol.com  
**Cc:** vobparchives@biscayneparkfl.gov; Mark; Rob Pushkin  
**Subject:** Shade tree at Rec Center

Ana,

Attached is the final proposal for the shade tree, along with some photos that were just taken for tonight's meeting.

The work includes delivery, installation as per FNGLA (Florida Nursery Growers & Landscape Association) guidelines, and irrigation (tied to the existing sprinkler pump nearby) that will water the tree 3 to 5 times a day, as well as a one year warranty. The tree has already been root pruned, and can be installed prior to December 18th Winterfest

As per your direction, I discussed this specific tree with Mr. Mark Torok, Senior Forester, Florida Division of Forestry, and he came to the conclusion that this size tree (+/-25' high, caliper between 8" and 10", about a 15' spread) is an approved species and size, provided that proper installation (the tree will also be installed by an arborist) and irrigation is used, and that a Warranty is included. I am copying him on this email, so that he can see the final tree to be installed and contact me with any questions or concerns.

As you know, both the Recreation Advisory Board and Parks & Parkway Board have previously approved the concept of a large shade tree, but the chosen species was the sticking point to be agreed to, with a live oak always being preferred. My attempts to relocate an existing tree either from the Village or nearby communities could never be agreed upon, and I believe that creating "instant shade" with a hardy species will give us the best result for much needed natural shade for many years to come.

I hope that you will recommend that this donation be accepted by the Village as per our many previous conversations, and assuming this is approved tonight, I'll notify the 37 Residents who contributed their time and money about having a small ceremony at Winterfest,

Please distribute to the Commission prior to the meeting, so that they can review.

Sincerely,

Steve Bernard  
 Commissioner  
 Village of Biscayne Park  
 305-538-6324 (I don't have my cell phone today)

cc Mark Torok, Forestry Division of Forestry (954) 475-4194  
 Rob Pushkin, Reliable Property Services (305) 866-9625

----- Forwarded Message -----

**From:** Rob Pushkin <robpushkin@rpsfl.com>  
**To:** Steve Bernard <steve@stevebernardarchitect.com>  
**Sent:** Tue, December 7, 2010 6:49:20 AM  
**Subject:** Shade Tree Proposal

Thank You,

Rob Pushkin

12/29/2010

Reliable Property Services  
Irrigation Landscape Maintenance Lighting

305.866.9625

[www.rpsfl.com](http://www.rpsfl.com)

[www.lightscapingusa.com](http://www.lightscapingusa.com)

Reliable Property Services

19741 NE 24 Ave  
Miami, FL 33180

# Estimate

Date	Estimate #
12/7/2010	10210

Name / Address
Village of Biscayne park

P.O. No.	Project

Description	Qty	Rate	Total
Install new Oak Tree with irrigation. Approx. 25' height.			
Live Oak approx. 25 ' ht w/ irrigation	1	2,200.00	2,200.00
1 year warranty.			

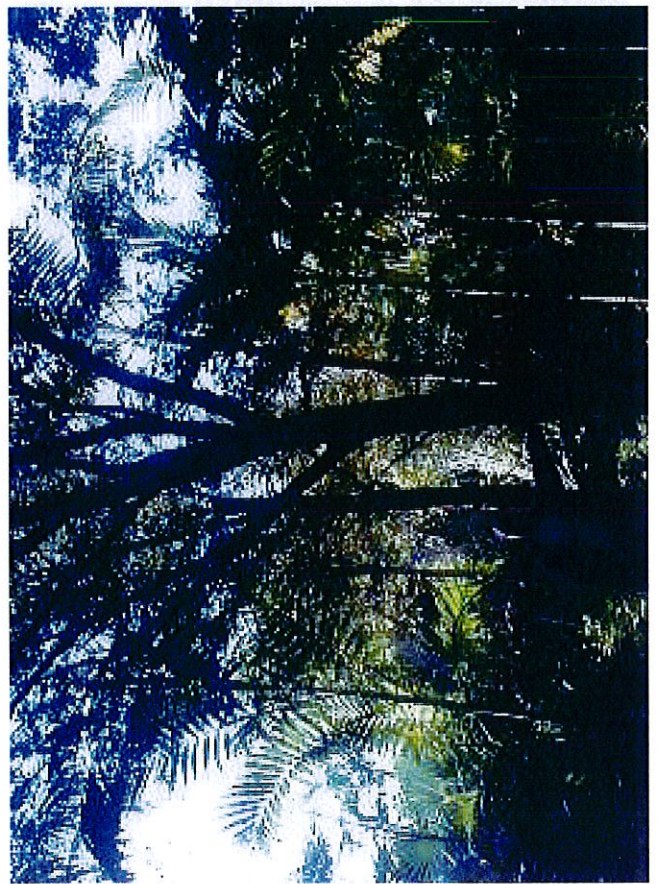
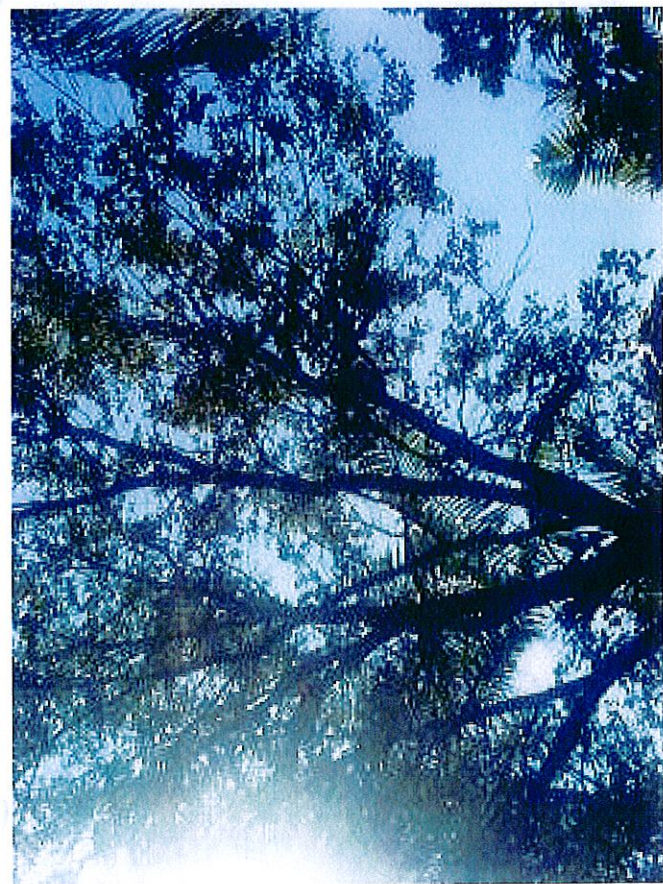
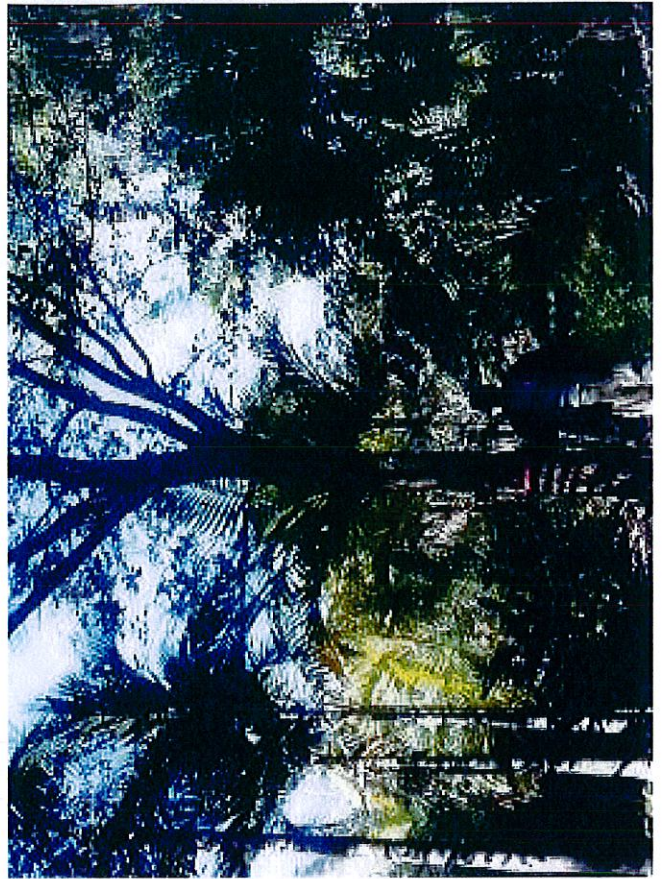
	<b>Total</b>	\$2,200.00
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Phone #
305.866.9625

E-mail
robpushkin@rpsfl.com

Web Site
rpsfl.com & lightscapingusa.com







**ACCEPTANCE OF GIFT**

WHEREAS, numerous residents of the Village of Biscayne Park (hereinafter the "Residents"), wish to donate a sum of currency not to exceed two thousand two hundred and xx/100 dollars (\$2,200.00) to the Village of Biscayne Park (hereinafter the "Village") for the purchase and installation of an Oak tree as well as the associated irrigation; and

WHEREAS, the Village this day expresses its gratitude and acknowledges receipt from the Residents of a gift of currency not to exceed two thousand two hundred and xx/100 dollars (\$2,200.00) for the purchase and installation of an Oak tree as well as the associated irrigation; now, therefore:

1. It is the intention of the Residents to vest all incidents of absolute ownership and liability in said currency in the Village from this date forward.

2. The Village does hereby release and hold the Residents harmless and waive all claims against the Residents, its agents, officers and employees, from all claims, actions, and causes of action, damages, losses and liabilities, costs, or expenses whatsoever, arising out of the donation of the Oak tree and its associated irrigation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ATTEST:

\_\_\_\_\_  
Maria Camara, Village Clerk

\_\_\_\_\_  
Roxanne Ross, Mayor

State of Florida  
County of Dade

On this, the \_\_\_\_ day of December, 2010, before me, the undersigned Notary Public of the State of Florida, personally appeared \_\_\_\_\_, whose names are subscribed to the within instrument, and they acknowledge that they executed it.

WITNESS my hand  
and official seal

\_\_\_\_\_  
Notary Public, State of Florida  
Persons signing are personally known

**village clerk**

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**From:** ecotilt [ecotilt@bellsouth.net]  
**Sent:** Saturday, December 18, 2010 5:04 PM  
**To:** villagemanager@biscayneparkfl.gov  
**Cc:** village clerk  
**Subject:** Ecology Board Motion Regarding the Donation by the Bernards and Residents - Oak Tree for the Recreation Center

Dear Ms. Garcia,

Thank you for attending our last meeting and working with the Ecology Board. Below is a copy of the motion that was passed regarding the donation by the Bernard's and other residents to purchase shade trees for the Ed Burke Recreation Center. Please forward this email to all the Commissioners prior to January's meeting.

*This is the motion that carried unanimously: We are grateful to all the resident and the Bernard's for raising monies to assist with canopy enhancements and choosing native vegetation. It is a recommendation of the board that the monies be spent on a variety of native species that aesthetically enhance and increase the native biodiversity of the park, green spaces, or entry ways.*

The members expressed consensus that with these funds, the Village could obtain many large native trees specimens and recommend considering additional native species such as mahogany, pigeon plum, etc., which can be used to enhance the recreation center and/or other green spaces.

Thank you.

Respectfully,

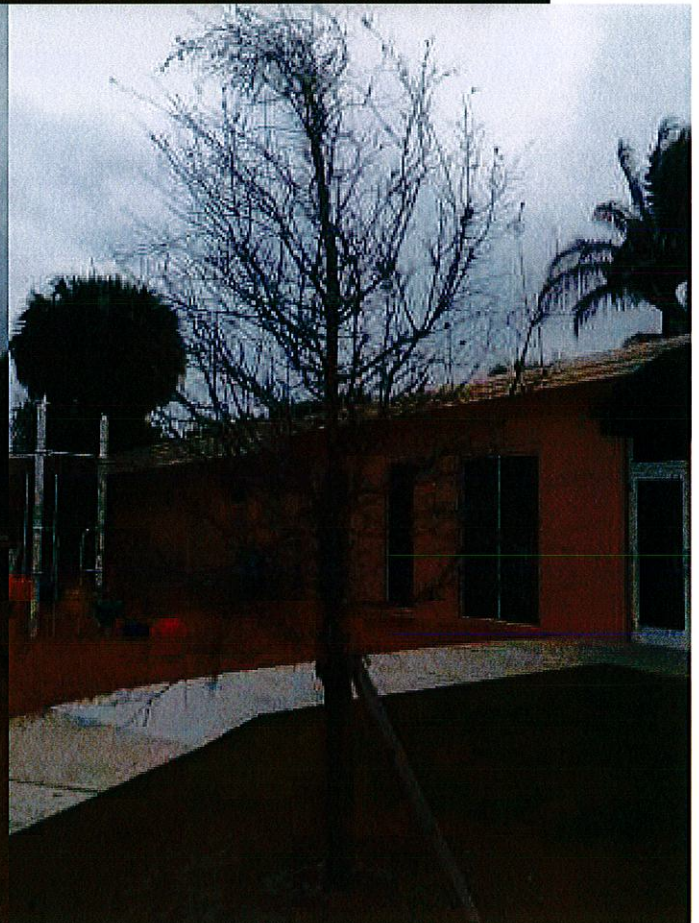
Tracy Truppman

Ecology Board Chairperson

The minutes from the following two board meetings were not ready to include with agenda packet, but will be provided as soon as they are received:

Recreation Adv Board  
meeting on January 12,  
2011

Parks & Parkway Adv Board  
Meeting on January 26,  
2011



## Existing Oak Trees at Proposed Location

(Original Contractor will relocate new trees at no cost because these are not thriving)





Date: 1/24/11

To: Clerk Maria Camara

From: Commissioner Steve Bernard

Re: February Agenda Item

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**AGENDA ITEM REQUEST:**

A **DISCUSSION** for an Ad Hoc Art Review Board

**BACKGROUND AND ANALYSIS:**

Due to the previous controversy caused by the June Donation by generous Biscayne Park Residents of a Sculpture for Village use without any formal Village policies or procedures for choosing, accepting, or locating Public Art, and due to the fact that the Mayor has informally sponsored another Sculpture Donation (see attached 1/2/11 email from Mayor), an Ad Hoc Art Review Board will serve to formalize any further Public Art donations by creating both policies for acceptance and locating, as well as to provide professional input for the guidance in collective decisions for our community.

It is recommended that the Board be made up of Residents who have either technical, practical, or formal educational experience with Public Art, and that their meetings be advertised by the Village, work under Sunshine Laws (including properly noticed Agendas and formally approved Minutes), and provide guidance as required for both donated and publicly purchased Public Art.

It should also be noted that most cities that accept Public Art donations has either a policy to review and accept or an Art Review Board, or both.

**FISCAL/BUDGETARY IMPACT:**

Unknown, would include use of Public Meeting Room, Clerk notifications via Email/Web/Posted Notice, time during Commission Meetings for Reports

**RECOMMENDATION: Approve**

-----Original Message-----

From: Rox Ross <[rox@roxross.com](mailto:rox@roxross.com)>

To: [ROX@roxross.com](mailto:ROX@roxross.com)

Sent: Sun, Jan 2, 2011 10:27 pm

Subject: Happy New Year 2011 in the Village of Biscayne Park

Dear Neighbors,

**(Note: unrelated content not included)**

One related initiative taken up by cities nationwide, supported by the Florida League of Cities in partnership with DC-based Partners for Livable Community, is public art --- it has been said to instill neighborhood pride, value of public space, and serve as a deterrent for crime and violence. Public art throughout our Village may include murals and sculptures, traditional or abstract outdoor displays for viewing, or functional pieces like a bicycle rack, climbable structure or a simple bench for resting a spell as we walk through our Village. So, our first piece of donated public art is up for your viewing – it's a small accent in one of our open spaces along 6 Ave at 114 St. I am interested in knowing your response to Triax Alpha V by Bilhenry Walker, and to public art in our Village in general.

**There is a growing pool of donations for the purchase of a second piece of public art for the Village. Biscayne Park being the unique place that it is, I have no doubt that we have more than a fair share of artist of varying experience and disciplines to guide us in collective decisions for our community, and I welcome your contributions and suggestions for the best use of these pooled donations. So far, the proposed piece is created by Rob Lorensen titled Xs and Os #5 – attached is a pic for your consideration. If you are interested in contributing comment, time, energy or cash to these community efforts, please let me know.**

Thank you for allowing me the privilege to serve as your Mayor. I wish you all good health, love and joy in the New Year. Rox

**Village of Biscayne Park**

**640 NE 114 Street**

**Biscayne Park, FL 33161**

**Village Hall – 305-899-8000**

**Cell Phone – 305-710-0620**